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AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL 214  
AND  
CITY OF BAD AXE

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*Bad Axe, City of*

LABOR AND INDUSTRIAL  
RELATIONS  
MICHIGAN STATE UNIVERSITY

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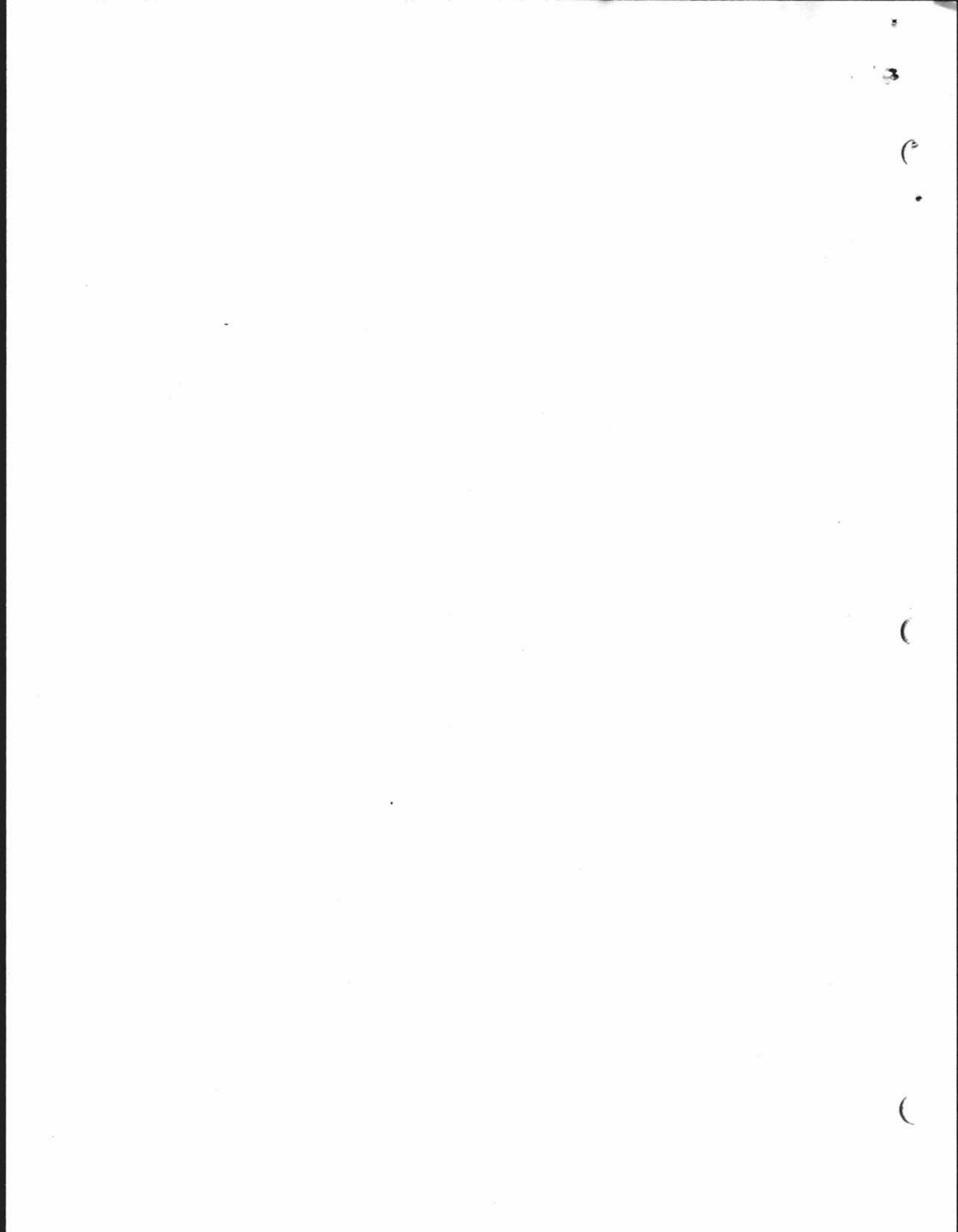
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## AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF BAD AXE, a Michigan Municipal Corporation located at 110 S. Hanselman, Bad Axe, Michigan 48413, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, located at 2825 Trumbull Avenue, Detroit, Michigan 48216-1297, hereinafter referred to as the "Union". The City and the Union are collectively referred to as the "parties" within this Agreement.

WHEREAS, the above parties are desirous of preventing strikes, lockouts and other cessations of work and employment and of maintaining uniform wage scales, working conditions and hours of employees of the Employer; and

WHEREAS, the above parties are desirous of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the employees; and,

WHEREAS, the parties are desirous of promoting and improving peaceful employer/employee and economic relations between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as contained herein, the parties agree as follows:

ARTICLE 1  
RECOGNITION

1.1: EMPLOYEE BARGAINING UNIT

The City hereby agrees to recognize the Union as the exclusive representative for collective bargaining for the following Employee Bargaining Unit:

All full-time public works department, wastewater treatment plant and office clerical employees employed by the City of Bad Axe; but excluding all part-time, seasonal and temporary employees, all casual employees, all supervisors, all confidential employees, all Police Department employees and all other City employees.

1.2: EXCLUSIVE REPRESENTATIVE.

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 in the attached Schedule B.

1.3: DEFINITIONS

(A) Full-Time Employee.

A full-time employee is an employee who is regularly scheduled to work the entire official work week.

(B) Part-Time Employee.

A part-time employee is an employee who is regularly scheduled to work less than the entire official work week.

(C) Seasonal Employee.

A seasonal employee is an employee hired to supplement the regular work force for a period not to exceed 120 days. Seasonal employees shall not be covered by the provisions of the agreement.

(D) Temporary Employees.

A temporary employee is an employee hired for a period of 6 months or less, or for the duration of a regular employee's leave of absence. Temporary employees shall not be covered by the provisions of this agreement.

(E) Casual Employees.

A casual employee is an employee not regularly scheduled to work, but may be called in to work by the City as a casual or relief replacement for a regular employee, casual employees shall not be covered by the provisions of this agreement.

ARTICLE 2  
UNION SECURITY

2.1: 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.

2.2: 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 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.

2.3: 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 due and representation fees.

2.4: AGENCY SHOP. In accordance with the policy set forth under Sections (1) and (2) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, a representation fee or membership dues to be established by the Union in accordance with applicable laws. 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 thirty-one (31) days following the date of employment.

2.5: During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee all representation fees and membership dues of Local 214, provided, however, that the Union first presents to the City, authorizations signed by such employees allowing such deductions and payments to the Local Union. The authorization and information may be procured by the steward of the union.

2.6: The amount of all representation fees and membership dues for deduction shall be certified to the City by the Secretary-Treasurer of the Union.

2.7: All representation fees and membership dues deducted by the City shall be transmitted to the Union.

2.8: In the event that a refund is due any employee for any sums deducted from wages and paid to the union, it shall be the responsibility of the employee to obtain appropriate refund from the union.

2.9: In the event of any action brought against the City in a judicial or administrative proceeding because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel. The Union will protect, save harmless and indemnify the City from any and all claims,

demands, costs, suites, fees, judgments, and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with this Article.

2.10: If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law.

2.11: Membership check-off form

**CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

Print Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Home Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Where Employed \_\_\_\_\_ Date Employed \_\_\_\_\_

I, the undersigned member of Teamsters State, County and Municipal Workers of Local 214 of the I.B. of T.C.W. & M of A. hereby authorize my employer to deduct from my wages and to pay to Local No. 214 and/or its authorized representative, initiation fees and membership dues in such amounts as may be established from time to time, and in accordance with the agreement between such Local Union and my employer. This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is the lesser, unless I give written notice to the company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent; and I do hereby ratify, authorize and assign in the Union, all of such deductions as of the time they were made. Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

Social Sec. No. \_\_\_\_\_ Classification \_\_\_\_\_  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2.12 : Representation check-off form

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL No. 214

1325 Trumbull Ave. 48213-1297 962-7729 Book No. \_\_\_\_\_

AGENCY FEE CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Print Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Where Employed \_\_\_\_\_ Date Employed \_\_\_\_\_

I, the undersigned member of the bargaining unit, Teamsters State, County and Municipal Workers of Local 214, of the I.B. of T.C.W. & M of A, hereby authorize my employer to deduct from my wages and to pay to Local 214 and/or its authorized representative membership dues in such amounts as may be established from time to time, and in accordance with the agreement between such local union and my employer.

This authorization and assignment shall be irrevocable for the term of the applicable agreement between the union and the company, or for one year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter whichever is the lesser unless I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union dues were made with my knowledge and consent; and I do hereby ratify, authorize and assign to the Union all of such deductions as of the time they were made.

Social Sec. No. \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

ARTICLE 3  
MANAGEMENT RIGHTS

3.1: MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby reserves and retains, solely, exclusively and without limitation, all rights, powers, authority, functions, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Bad Axe Code of Ordinances and any modifications made thereto, and any resolution passed by City elected officials or policies established by appointed officials. Further, all rights which ordinarily vest in, and are exercised by, employers except such as are specifically relinquished herein are reserved to and remain vested in the City.



ARTICLE 4

LAYOFF AND RECALL

4.1: LAYOFF PROCEDURE.

The Employer may lay off employees for lack of work or other legitimate cause deemed necessary by the Employer. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

A. Layoff shall take place in accordance with an employee's classification seniority. The first employees to be laid off within the bargaining unit classifications affected, and in the order stated, shall be: casual, seasonal, temporary, part-time, and then probationary. Thereafter, the first employees to be laid off in the affected classification seniority in such classification, provided, however, the senior employees retained presently have the necessary training, experience, qualifications, and skill and ability to perform the remaining required work.

B. Upon being laid off from his or her classification, an employee who so requests shall, in lieu of layoff, be demoted to a lower classification within the bargaining unit, provided, however, that he or she has greater seniority than the employee who he or she is to replace and provided also he or she has the necessary training, experience, skills and present ability to perform the required work. Any request to be demoted, in lieu of layoff, must be made within three (3) days of the date the notice of layoff was sent.

#### 4.2: NOTIFICATION OF LAYOFF.

Whenever possible, the Employer agrees to give ten (10) calendar days advance notification of layoff by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Steward or his alternate. Whenever possible, the notification shall state the anticipated duration of the layoff.

#### 4.3: RECALL.

In the event the work force is increased, recall to work shall be in reverse order of layoff from the classifications affected by the recall, provided, however, the employee returned to work must be able to perform the required work and must not have lost his recall rights pursuant to Section 7.3 (i).

#### 4.4: NOTIFICATION OF RECALL.

Notification of recall shall be by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Steward or his alternate. The notice shall set forth the date the recalled employee is expected to return to work.

ARTICLE 5

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 other person or non-unit employees, if it would cause a layoff of any of its present employees in the bargaining unit at the date of this contract.

ARTICLE 6

EXTRA CONTRACT AGREEMENTS

6.1: 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.

## ARTICLE 7

### SENIORITY

#### 7.1: DEFINITIONS

(a) "Seniority" for employees covered by this Agreement shall date from such employee's most recent starting date of employment within the bargaining unit herein described in Section 1.1.

(b) The terms "seniority employee" or "employee with seniority" as used in this Agreement shall mean those employees who have successfully completed probationary status as described in this Article.

(c) An employee's seniority shall entitle such employee only to such rights as are expressly provided for in this Agreement.

#### 7.2: PROBATIONARY PERIOD

(a) All employees shall be considered probationary employees until they have completed 1,040 hours actually paid by the City.

(b) A probationary employee may be disciplined or terminated at any time by the City, at the City's sole discretion, and neither the employee nor the Union shall have recourse to the grievance procedure over said termination, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members.

(c) After successful completion of their probationary period, employees shall be placed on the regular seniority list as of their most recent date of hire, and the Steward and employee will be notified.

7.3: LOSS OF SENIORITY.

An employee's seniority and employment with the City shall terminate if:

- (a) The employee resigns or quits.
- (b) The employee retires.
- (c) The employee is discharged or terminated and the termination or discharge is not reversed through the Grievance Procedure.
- (d) The employee declines recall, fails to give notice of intent to return to work and/or fails to return to work in accordance with Section 4.4 of this Agreement.
- (e) The employee is absent from work for three (3) consecutive work days without providing the City with an acceptable reason.
- (f) The employee fails to return from a leave of absence, vacation or disciplinary layoff at the designated time of return without providing the City with an acceptable reason.
- (g) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence.
- (h) A settlement with the employee has been made for total disability.
- (i) The employee is laid off or has not, for any reason, worked for the City for a continuous period exceeding the length of such employee's seniority or two (2) years, whichever occurs sooner.

- (j) The employee intentionally falsified or misrepresented material information on his application for employment, provided the employee is terminated within three (3) years from his date of hire.
- (k) The employee is convicted of, or pleads guilty to a felony, or work related misdemeanor and the matter is not reversed through an appeal.
- (l) The employee loses a job-related certificate and/or license, However, instead of termination, an employee that loses such certificate and/or license shall be offered the opportunity to transfer to a lower level position that does not require the certificate or license if such position is available. If no position is available, the employee may bump if qualified under Section 4.1 B.

If there is a factual dispute as to whether any of the above subsections apply to a specific incident, the dispute shall be subject to the grievance procedure.

#### 7.4: SENIORITY LIST POSTING.

(a) The City agrees to post and update annually a seniority list by bargaining unit member seniority. An employee's standing on the published list will be final until the next list is posted, unless protested to the City Manager's Office not later than thirty (30) consecutive calendar days after the list has been posted on the bulletin board(s).

(b) For employees hired the same day, the employee who's hired first shall be considered most senior. New employees shall receive written verification of their time of hire.

7.5: SENIORITY AND BENEFIT ACCUMULATION.

An employee shall retain and continue to accumulate seniority while on all approved leaves of absence unless otherwise specifically provided in one of the leave of absence sections of this Agreement.

7.6: SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, the steward, in the event of a layoff of any type, shall be continued at work as long as there is work for which said steward qualify. The steward shall be recalled to the first open job for which he qualifies.

7.7: BIDDING FOR OPEN POSITIONS

(a) If a new job or permanent vacancy occurs in a job classification covered by this Agreement and the City determines to fill such opening, then the open job, its minimal requirements and a general description of duties shall be posted for a period of ten (10) working days. Bargaining unit employees who desire such open job(s) may submit their bid(s) for such job, in writing, to the City Manager's Office on the form herein provided as "Attachment A" with a copy to the employee.

(b) Any such job opening may be filled temporarily by the City until the permanent award of the job to an employee. Vacancies will be filled



according to seniority if all other matters such as ability and qualifications are equal. The City will announce the successful job bidder, if any, within two (2) working days after the close of the bidding period.

(c) When an employee's job bid is accepted, such employee will be given a period not to exceed thirty (30) working days within which to qualify for the job. The qualifying period may be extended by mutual agreement between the Union and the City. During the qualifying period, such employee will receive the base rate of pay for the job as prescribed within the pay classification plan, but in no case shall the rate of pay be less than that which the employee received in his former position prior to the acceptance of the job bid. The employee shall be given ending date of the qualifying period when assigned to the position.

(d) During the qualifying period, the following shall be evaluated for permanent placement of the employee in the position:

1. The employee's ability to perform the job, which shall be determined solely at the discretion of the City;
2. The employee's desire to remain on the job; which shall be stated in writing by the employee and submitted to the City Manager's office on a form provided by the City five (5) working days prior to the conclusion of the qualifying period. Failure by the employee to affirmatively state the desire to continue shall be interpreted as a desire to not continue in the new job.

(e) In the case of an employee whose bid is accepted, and who completes the qualifying period but fails to qualify for permanent placement into the position, the City shall re-open the bidding process in accordance with subsection (a) of this Section; provided however, that any employees who have failed to qualify for the position within a 12-month period shall not have the opportunity at the re-opened bid.

(f) If at any time within the qualifying period it becomes apparent that the employee does not qualify for the bid job, the employee shall be returned to the permanent job he held prior to accepting the bid, with no loss of seniority at his prior position.

#### 7.8: JOB ASSIGNMENTS

The Employer shall offer assignment by seniority within the classification of a division of the bargaining unit contingent upon the employee holding such seniority is qualified, as determined by the following:

(1) Daily job and/or equipment assignments for bargaining unit employees shall be made by the City, based on whether the employees possess the training, skills, experience, ability and physical fitness necessary to perform the required work or to operate the equipment designated for the work.

(2) Seniority shall be applicable and shall prevail only as a determining factor for job assignments when all other factors are equal.

7.9: TEMPORARY JOB OPENING: In the event there is a temporary job opening due to illness, emergency leave, vacations, temporary work increases, weather, etc., the Employer will fill such jobs by offering to the most senior employee within the classification or division of the bargaining unit that is qualified, as determined under Section 7.8, Job Assignment. All such assignments will be paid at the current rate for that classification for hours worked on that assignment.

ARTICLE 8

DISCHARGE OR SUSPENSION

8.1: The Employer shall not discharge or suspend any non-probationary employee without just cause, and shall follow the principle of progressive discipline. However, in cases of major offenses (which shall be subject to an arbitrator's review), discharges may be immediately imposed.

8.2: Any complaint against an employee shall be given to the employee in writing and a copy of the same to the steward and the union.

8.3: Written warning notice and records of minor suspension of two days or less shall not remain in effect for a period of more than twelve (12) months. Any further discipline shall not be used after eighteen (18) months.

8.4: A discharge or suspension of two (2) weeks or more shall be subject to the Grievance Procedure beginning at Step two (2) within five (5) working days.

ARTICLE 9  
GRIEVANCE PROCEDURE

9.1: 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. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

9.2: The term "grievance" as used in this Agreement is defined as a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement and law.

9.3: 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. All grievances shall be commenced within five (5) working days after the occurrence of circumstances giving rise to the grievance, or five (5) working days from the date when the employee should reasonably have known of the occurrence. Any claims not conforming to the provision of this definition shall be automatically defined as not constituting a valid grievance.

9.4: GRIEVANCE STEPS

Any employee having a complaint may first take up the matter with their immediate supervisor of his department. If no satisfactory answer or

disposition is received from their immediate supervisor within one (1) working day, the complaint shall be processed as follows:

Step 1

(a) The employee shall present the grievance in writing to their immediate supervisor within five (5) working days after the occurrence of the circumstances giving rise to the grievance, or five (5) working days from the date when the Employee should reasonably have known of the occurrence. The grievance shall state the facts, refer to the contract provisions alleged to be violated, and shall be signed by the aggrieved Employee and a union representative.

(b) Immediate supervisors shall have five (5) working days to give his written answer.

Step 2

(c) If the grievance is not satisfactorily resolved at Step 1, it may be appealed to the City Manager within five (5) working days after the receipt of the supervisor's Step 1 answer. The appeal shall be in writing.

(d) Within ten (10) days after the grievance has been appealed, a meeting shall be held between the Employee and the City Manager. Either party may have Employee or non-Employee representatives present if desired. The City Manager shall give his written disposition to the Employee within ten (10) days of the Step 2 meeting.

### Step 3

In the event the grievance is not satisfactorily settled at Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below, or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within thirty (30) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

#### 9.5: ARBITRATION.

If the grievance has not been settled in the last step, the parties or either party may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Services, in accordance with their Voluntary Rules and Regulations, with the time specified above and such rules shall govern the arbitration hearing. The arbitrator 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 Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party pay the expenses of its own witnesses.

#### 9.6: ARBITRATOR'S POWERS

(a) The arbitrator shall have no power to add to, subtract from, alter or otherwise modify, directly or indirectly, any of the terms of this Agreement or any supplementary agreement nor to rule on any matter except while this Agreement is in full force and effect between the parties.

(b) The arbitrator shall have no power to establish wage scale rates on new or changed jobs or to change any wage rate if it is provided for within this Agreement.

(c) The arbitrator shall have no power to provide Agreements for the parties in those cases where in this Agreement the parties have agreed that further negotiations should occur to cover the matters in dispute.

(e) The powers of the arbitrator and the decision made by the arbitrator shall be limited to, and based exclusively on, the application and interpretation of this Agreement as written. The arbitrator shall be governed at all times wholly by the terms of this Agreement. Further, the decision of the arbitrator shall be limited to and based exclusively upon the evidence presented at the arbitration hearing.

(f) There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees and on the City.

(g) The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.



#### 9.7: TIME LIMITATIONS

(a) The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the Employee fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered withdrawn and closed upon the basis of the City's last disposition.

(b) If the time procedure is not followed by the City, the grievance shall automatically advance to the next step. The time limits established in the Grievance Procedure may be extended by mutual agreement of the parties, provided that the extension request is specified, and in writing.

#### 9.8: TIME COMPUTATION

Except as otherwise specified, Saturdays, Sundays and Holidays recognized in this Agreement shall not be counted under time procedures established in the Grievance Procedure.

#### 9.9: GRIEVANCE FORM

The grievance form has been mutually agreed upon between the City and the Union. A copy is attached hereto, labeled "Attachment C."

#### 9.10: GRIEVANCE RESOLUTION

All other grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding upon the City, the Union, and any and all bargaining unit employees involved in the particular grievance.

#### 9.11: BACK WAGES

All claims for back wages involving employees on a separation from employment shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that such employee may have received.

#### 9.12: TIME OFF FOR STEWARD

(a) The City will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance processing with and/or grievance presentation to management.

(b) Such Steward shall first receive permission from the immediate supervisor to leave the Steward's work station and shall report back promptly when the Steward's part in the grievance procedure has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.

(c) In processing grievances with the City where an individual grievant is involved, one Steward may be present; where the grievance involves more than one department, the Stewards in the involved departments may be present.

#### 9.13: ELECTION OF REMEDIES

The parties, in recognition of the cost of arbitration and the principle that "like facts should produce like results", hereby agree that once an employee has elected to pursue a remedy under a City Charter or Ordinance

for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure or arbitration, and any grievance then being processed shall be deemed withdrawn by the party filing.

ARTICLE 10  
UNION REPRESENTATION

10.1: The Employer recognizes the right of the Local Union membership to elect one job Steward and one alternate from the Employer's seniority list. The Union shall designate to the City, in writing, the Steward and the alternate Steward. In regards to Union business, the City shall not be required to recognize or deal with any employee other than the one(s) so designated. The authority of the job Steward and alternate so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities:

A. The Steward shall be permitted time to investigate, present and process grievances on the Employer's 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 representative. Permission shall be granted by the Employer.

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

C. 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:

- 1) have been reduced to writing; or,

- 2) if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to handle goods, or any other interference with the Employer's businesses.

10.2: UNION VISITATION. 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, provided authorized representative shall give twenty-four (24) hours notice stating reasons and purposes for meeting.

10.3: UNION AND RECORDS. 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 consent.

10.4: The Employer agrees to grant time off not to exceed three (3) days in any one (1) calendar year, without discrimination or loss of seniority rights and without pay, to one employee per membership unit per calendar year 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.

10.5: The Union, in contract negotiations, may be represented by employees in the bargaining unit, not to exceed two (2). Such employees shall be selected in any manner the Union desires. The Union shall designate said employees to the City.

ARTICLE 11

UNPAID LEAVE OF ABSENCE

11.1: ADMINISTRATIVE LEAVES. At his/her request, an employee may be granted an administrative leave of absence without pay with the approval of the City Manager and under the following conditions:

- A. The employee will indicate the duration of such leave in his/her initial request.
- B. The requested leave is for additional training to better qualify him/her in work assignments, or the leave is needed because of reasons sufficient in the opinion of the City Manager to warrant such leave of absence.
- C. Extensions of administrative leaves may be granted provided a written request is made where possible at least ten (10) days prior to the expiration of the leave.

11.2: HEALTH LEAVE. A leave of absence without pay due to sickness and injury which prevents the employee from discharging his/her normal duties, shall be granted on the following basis:

- A. An employee who has completed his/her probationary period shall be granted a leave of absence by the City Manager for the period of disability, but not to exceed ninety (90) days, provided his/her request is supported by a physician's statement verifying the need for a leave, diagnosis and expected duration

of the leave. Upon the employee's request, the City Manager will grant up to seven (7), ninety (90) day extension periods for such health leave if, when requested, the need for such extensions are medically verified pursuant to this subsection and subsection 2 (e) below. However, health leaves shall not be extended to exceed two (2) years, nor shall an employee's health leave exceed twenty-four (24) months in any forty-eight (48) month period. The Employer, after the initial ninety (90) day period, may request the employee to provide the Facility with a physician's statement attesting to the employee's continued inability to work every thirty (30) days. Upon the employee's return to work from such leave, the employee shall furnish the Employer a physician's statement as to his/her fitness for work.

- B. When a health leave of absence under this provision is granted for a specific period of not more than one hundred eighty (180) days, and is not extended beyond such period, the individual shall be entitled, at the termination of such leave, to be reinstated to his/her former position. When a health leave is required for a period of more than one hundred eighty (180) days the employee's position will not automatically be held open for him/her. The employee may be reinstated after return from leave by bumping the least senior employee working in the same classification. However, if the above mentioned least senior employee has more seniority than the employee returning from leave, then the employee may be reinstated after returning from leave, if and when comparable employment is available with the City.

- C. The employee must utilize his/her sick leave if so authorized by this Agreement before requesting a leave of absence for illness or injury.
- D. The Employer may require an employee to submit and pass a physical examination, if the Employer questions the employee's physical ability to perform the work.
- E. The Employer may request an employee to submit to a physical examination with a physician of the Employer's choice, or an appropriate medical specialist selected by the Employer, in the event the Employer questions the necessity for the sick leave or a health leave or injury. The cost of such examination shall be borne by the Employer.
- F. Medical Disputes. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor whose decision shall be final and binding on the parties. The expense of the third doctor's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

11.3: FRINGE BENEFITS. When employees are absent from work pursuant to a leave of absence under this Article, economic fringe benefits shall not accrue, except as otherwise provided in this Agreement and specified to in this Agreement.



11.4: EMPLOYEE'S STATUS UPON RETURN

Upon the return of an employee from a leave of absence under this article, such employee shall retain his seniority status within the Union, including time spent on the leave.

11.5: Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the employer. Failure to comply with this provisions shall result in the complete loss of seniority rights and/or discharge of the employee involved.

ARTICLE 12

NO STRIKE PLEDGE

12.1: NATURE OF SERVICES. The parties hereto mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union recognizes that the needs of the public are of paramount importance and that there should be no interference with such service, 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 work, stop work or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The Union and the Employer recognize the definition of a strike pursuant to Michigan Law being MCL 423.201, 423.202 and 423.206.

12.2: NO STRIKE PLEDGE. The Union, and the members of the bargaining unit under this Agreement will not engage in or encourage any strike, sit-down, stay-in, slow-down, observance of a picket line, or similar action, which would interfere with the welfare of the public.

12.3: The City shall have the right to discipline or discharge an employee for violating the provisions of Section 12.1. It is understood that the employee shall have recourse to the Arbitration Procedure with respect to such discipline or discharge, limited to the issue of whether or not the employee did violate the provisions of this Article.

ARTICLE 13

MAINTENANCE OF STANDARDS

The City 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 this Agreement, in which case the City shall have ten (10) days after receipt of written notice from the Employee that it deems a condition to exist, in which case the City may revoke or ratify said condition by written notice to the Employee of the same. If the City revokes the condition, the matter shall not be grievable, but may be subject to negotiation if requested by the Union in writing. Failure to respond by the City within the time allowed shall be considered as ratification of said condition. Notwithstanding the above, the written conditions of employment stated in this Agreement shall prevail.

ARTICLE 14

GENERAL

14.1: PAY PERIODS The Employer shall provide for weekly pay periods. Each employee shall be provided with an itemized statement of his earnings, hours, overtime and all deductions made for any purpose.

14.2 WASHROOMS The Employer will provide washrooms and lockers for the changing and storing of clothing and equipment.

14.3: EMPLOYEE PERSONNEL FILE

Any employee shall have the right to review his personnel file in accordance with the Bullard-Pulwacki Act, being MCL 423.501 et seq., as amended.

14.4: GENDER

The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun, and the singular pronoun, the plural, unless the context clearly requires otherwise.

14.5: BULLETIN BOARD

The City agrees to provide bulletin board space which may be used by the Union for the following notices:

- A. Notices of Union meetings.
  
- B. Notices of Union elections and the results where they pertain to the City's employees.

- C. Notices of Union educational, recreational and/or social events.
- D. Other notices concerning Union affairs which are not political or defamatory in nature.

14.6: SOLICITATION

There shall be no solicitation or distribution of any kind by any person in work areas during work time; provided, it is understood that this prohibition does not apply during the work day when employees are properly not engaged in performing their work tasks such as during work breaks or lunch periods.

14.7: DEDUCTIONS FROM PAY

(a) It is agreed between the City and Union that any deductions made from the paycheck of any employee covered by this Agreement shall be shown on that employee's paycheck or by attached statement. No deductions shall be made unless in accord with applicable state law or required by law. All deductions shall be City approved.

(b) This Agreement shall be conclusively construed as an employee's voluntary authorization to deduct from such employee's pay all monies owed to the City by wage overpayment undisputed by the employee.

14.8: LOSS OR DAMAGE Employees shall be responsible for proper care and use of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer and employees shall be charged for damages or losses where clear proof of negligence is shown by the Employer.

ARTICLE 15

EQUIPMENT ACCIDENT AND REPORTS

15.1: The Employer shall first consider the personal safety to the employees in establishing operational procedures.

15.2: In the event an employee is required by a supervisor to work under a condition or with equipment which the employee regards as unsafe, the employee shall have the right to protest; if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and refer the matter to the Safety Committee provided for in this Agreement for consideration and recommendation. If the reported complaint is not satisfactorily resolved, the Employee may exercise his right of direct recourse to State or Federal employment safety regulatory agencies. However, no employee shall be required to work with any equipment or job that has already been written up as unsafe before it is checked and released by the garage and/or the City Manager, or designee.

15.3: 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 shift, at his regular classification.

15.4: 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 unless such refusal is unjustified or as provided in Section 15.2.

15.5: Any employee involved in any accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

15.6: It shall be the duty of all employees to report, in writing, all defects of equipment to the Department Superintendent.

15.7: SAFETY COMMITTEE

A Safety Committee shall be composed of Union and City representatives who will meet, from time to time, for the purpose of discussing safety and promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

ARTICLE 16

SEPARABILITY AND WAIVER

16.1: SEPARABILITY

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the City and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

16.2: AMENDMENTS

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.



ARTICLE 17  
COURT AND JURY LEAVE

17.1: Any employee who is subpoenaed as the result of an accident while on duty or is involved in an accident while on duty who must attend court shall suffer no loss of pay.

17.2: Employees required for jury duty will be paid as time worked without loss of time or benefits.

17.3: The City agrees to pay wages to employees called as witnesses or for jury duty. However, witness fees or jury fees shall be turned over to the City. Employee may keep mileage fee.

ARTICLE 18  
FUNERAL LEAVE

18.1: Full-time employees will be paid for three (3) days absence in the case of a death in his immediate family. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, grandparents, grandchildren. This is in addition to vacation and sick leave time.

A) Full-time employees will be paid one (1) day absence in the case of a death for brother-in-law and sister-in-law.

B) The City agrees to add one (1) day to attend funerals of aunts, uncles, and cousins. This shall be limited to brothers/sisters of parents and their children (first cousins).

ARTICLE 19

UNEMPLOYMENT AND WORKER'S COMPENSATION

19.1: The Employer shall provide Worker's Compensation and unemployment compensation protection for all employees as required by law. "

ARTICLE 20

SPECIAL CONFERENCE

20.1: Either party may request a special conference between the parties. The party requesting such conference shall arrange the date and location of the conference within ten (10) calendar days of the request, and will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed. However, special conferences shall not be used for continuing contract negotiations, or review of a pending grievance.

ARTICLE 21

INSURANCE

21.0: HOSPITALIZATION INSURANCE.

The City will provide the existing health insurance for all full time Employees (POINT OF CLARIFICATION: The current policy coverage is provided through Municipal Benefit Services and is equivalent to Blue Cross/Blue Shield "Master Medical" Plan 2, with optical, dental and \$2.00 prescription riders). Notwithstanding any contrary provision, the City reserves the right to change carriers, provided that substantially equivalent coverage remains. The Employer shall give thirty (30) calendar days prior notice to the Union before it changes insurance carriers. Mandatory second surgical opinion, outpatient surgeries and pre-admission testing programs may be added and required by the Employer at any time. Effective (date of Agreement's execution), the Employer may change to a \$5.00 co-pay prescription. Effective (date of Agreement's execution), the DRI-275/550 rider shall be added. The employer shall reimburse employees for any deductibles paid by the employee pursuant to this rider. Premiums for health insurance shall be continued for up to one (1) year for Employees on Worker's Compensation leave.

During the term of this agreement, the City shall be obligated to pay 100% of the monthly premium(s) for health related insurance, for the periods and up to those limits as noted below:

(a) (Date of Agreement's execution) to December 31, 1992:

Family (3 or more) Coverage:	\$370.72/mo.
Family (2) Coverage:	\$345.45/mo.
Individual Coverage:	\$164.47/mo.
Family continuation:	\$ 82.22/mo.

(b) January 1, 1993 to December 31, 1993:

Family (3 or more) Coverage:	\$407.79/mo.
Family (2) Coverage:	\$380.00/mo.
Individual Coverage:	\$177.62/mo.
Family continuation:	\$ 90.44/mo.

(c) January 1, 1994 to December 31, 1994:

Family (3 or more) Coverage:	\$484.80/mo.
Family (2) Coverage:	\$440.46/mo.
Individual Coverage:	\$212.32/mo.
Family continuation:	\$ 99.49/mo.

(d) January 1, 1995 to December 31, 1995:

Family (3 or more) Coverage:	\$533.28/mo.
Family (2) Coverage:	\$484.51/mo.
Individual Coverage:	\$233.55/mo.
Family continuation:	\$109.43/mo.

(e) January 1, 1996 to contract expiration:

Family (3 or more) Coverage:	\$586.61/mo.
Family (2) Coverage:	\$532.96/mo.
Individual Coverage:	\$256.91/mo.
Family continuation:	\$120.38/mo.

Should health-related insurance premiums increase beyond the limits as noted above, the City and the employee shall each be responsible to pay an equal one-half (50%) of such additional increase, through payroll deduction or from other employer-paid compensation. Notwithstanding the foregoing, the employees will not be charged any portion of the premium for health-related insurances during calendar year 1993. The employer will pay for family dependents that are eligible for family continuation under the Blue Cross/Blue Shield family continuation rider up to the limits as noted above, provided the dependent is a full-time student.

#### 21.1: LIFE INSURANCE.

The City agrees to provide TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS group term life insurance for all full time Employees. The Employer agrees to pay the full premium for life insurance for a one (1)

year period for an employee on disability leave. Employee shall pay premiums following the one (1) year period, if leave is extended and approved.

21.2: DENTAL AND OPTICAL INSURANCE.

The City will provide dental and optical insurance for all full-time employees. Coverage will remain with the Teamster Plan from the prior collective bargaining agreement, as outlined in Attachment B, through December 31, 1993. Effective January 1, 1994, coverage will be with Blue Cross-Blue Shield, unless another plan is agreed to under Section 21.5. After January 1, 1994, employees may continue with the Teamsters Plan, provided the employee pays any additional cost for such plan over the Blue Cross Plan through payroll deduction, and provided it is permitted by the Teamster's Plan.

21.3: HEALTH, DENTAL AND OPTICAL INSURANCE OPTION.

For Employees who choose not to be covered by City-paid health/optical/dental insurance benefits, the City shall provide to the employee a payment not to exceed \$100.00 per month for those months the Employee is not enrolled (notwithstanding any contrary provision in this Agreement). Said payment shall be made on a monthly basis and shall not be subject to increasing the City's obligations for retirement system contribution or any other payroll-dependent fringe benefit.

21.4: DISABILITY INSURANCE. The City agrees to provide off-the-job disability benefit plan of \$125.00 per week for up to twenty-six (26) weeks.

21.5: JOINT INSURANCE COMMITTEE. The Union and the Employer agree to establish a joint insurance committee to study insurance costs, and

in particular health care insurance costs in recognition of the rising costs of health care coverages. The purpose of the joint committee will be to examine the major factors that influence health care costs, particularly those that affect the City and its employees; to make recommendations on cost containment measures that may be appropriate; to encourage the development of health maintenance organizations, preferred provider plans, or similar plans for the use of the employees; to promote employee awareness of areas of preventive health fitness and efficient use of the medical insurance plans. It is agreed that this joint committee will meet no less than annually and shall consist of up to 3 members appointed by the Union and 3 members appointed by the City. In the event the provisions of Section 21.0 of this article call for a premium co-payment by any of the employees in this unit, it is expressly agreed that the Employer will notify the Union and the employees of such co-payment in advance of their implementation, and the joint insurance committee shall meet prior to such implementation and review all options available that could avoid or reduce the costs of the health care coverage.



ARTICLE 22

RETIREMENT

22.1: The Employer will maintain present Retirement System and all full-time employees attaining six (6) months service will become members of this retirement plan. Employee payments are made by payroll deduction. Provision is made for a full-time employee to have his service time computed from the date of continuous employment. The Employer will notify each new employee attaining six (6) months of service of this provision. The current City contribution rate of 8.5% of base wages shall be continued.

ARTICLE 23

HOLIDAYS

23.1: All probationary and regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day for said holidays.

In order to be eligible for holiday pay, the employee must have worked the last full scheduled work day prior to, and the next full scheduled work day after such holiday, and will not be charged against vacation time or sick leave when they occur during sick leaves.

23.2: Paid holidays are designated as:

- New Year's Day
- President's Day
- Good Friday
- Nationally recognized Memorial Day
- July 4th
- One-half Day Fair Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Whole day before Christmas Day
- Christmas Day
- Whole day before New Year's Day

23.3: Employees working on a legally established holiday as established in this Agreement will be paid for hours worked at the regular rate.

23.4: Holidays recognized by 23.1 and 23.2 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date.

ARTICLE 24

VACATIONS

24.1: All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

A) Employees who have completed one (1) full year of service shall receive five (5) days.

B) Employees who have completed two (2) full years of service shall receive ten (10) days.

C) Employees who have completed four (4) full years of service shall receive fifteen (15) days.

D) Employees who have completed fifteen (15) full years of service shall receive twenty (20) days.

24.2: In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days to which employee is entitled.

24.3: Employees who at the end of each year of this contract, who have not used all of the vacation to which they are entitled, will be paid in cash for all unused vacation days. Specifically, these dates are:

June 30, 1992  
June 30, 1993  
June 30, 1994  
June 30, 1995  
June 30, 1996

24.4: Vacation schedule will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year, after January 1st, each employee shall indicate on a yearly calendar his vacation request no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available by seniority.

24.4: Vacation pay on request in advance, will be paid at the beginning of the employee vacation.

ARTICLE 25

SICK LEAVE

25.1: Each permanent employee will be entitled to one (1) day of sick leave per month worked, after ninety (90) days of service.

25.2: Maximum accumulation of sick days shall remain at 120 days. An employee may convert the first two (2) days to personal business days annually. Any unused sick days will be compensated at fifty (50%) percent, not to exceed five (5) days annually.

25.3: Sick leave shall not be a privilege to be used at the employee's discretion, but shall be allowed only in case of actual sickness or disability and an employee's abuse of sick leave privileges shall be considered grounds for dismissal.

ARTICLE 26

RESIDENCE

26.1: All employees hired after (date of the agreement's execution) shall be required to live within the boundaries of the Bad Axe School District within twelve (12) months of becoming employed. Failure to do so will automatically result in termination of employment unless waived by the City Council.

ARTICLE 27

WORKING HOURS, OVERTIME AND CALL-IN PAY

27.1: WORK WEEK. The regular work week for all employees in the bargaining unit shall consist of five (5) days, Monday to Friday, from 7:00 a.m. to 3:30 p.m., eight (8) hours per day.

(a) The City may change the work schedule and summer hours if employees agree to the revised schedule. The City is willing to change the work schedule, i.e., 6:00 a.m. until 2:30 p.m., during the summer months if it is the desire of the employees to revise the schedule.

(b) This Article applies only to the so-called Street Crew and excludes the job classifications of assistant sewer plant operator and park building maintenance man; who by the nature of their jobs are required to maintain a flexible schedule. Any member of the work force who voluntarily agrees to a change in work schedule may do so without penalty.

27.2: An employee reporting for work after the scheduled starting time will suffer a loss of pay based upon fifteen (15) minute increments.

27.3: OVERTIME PREMIUM. Overtime payment will be one and one-half (1 1/2) times the hourly rate for all hours in excess of eight (8) hours in any one day, or forty (40) hours in any one week.

27.4: Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half (1 1/2).

27.5: The Employer agrees that all overtime assigned shall be on a rotating basis.

27.6: OUT OF CLASS PAY An employee working in a higher classification will immediately receive the higher rate of pay and shall continue to receive the higher rate of pay for only that time worked in the higher classification.

27.7: CALL-IN TIME An employee called in for emergency work during off duty hours shall be compensated for two (2) full hours at the overtime rate.

27.8: LUNCH, BREAKS

(a) The City shall give employees two (2) paid coffee breaks, not to exceed fifteen (15) minutes each. The first such break shall be taken in the morning and the second in the afternoon.

(b) There shall be a one-half (1/2) hour lunch period without pay to be scheduled by the City as close to the middle of the shift as possible.



ARTICLE 28

CLASSIFICATIONS AND COMPENSATION

28.1: JOB CLASSIFICATIONS:

Utility Worker  
Vehicle Maintenance  
Heavy Equipment Operator  
Meter Maintenance  
Assistant Waste Water Treatment Plant Operator I  
Assistant Waste Water Treatment Plant Operator II  
Park and Building Maintenance  
Working Foreman

28.2: Employees are to be paid at the rate for any given classification for only the time worked in said classification in any given day.

28.3: The City agrees to post information received regarding educational programs which apply to the Department of Public Works/Wastewater Treatment Plant.

28.4: WAGES.

(a) 1. The City shall provide wage increases as follows:

- Effective the first pay period after execution of the Agreement each full time employee employed since July 1, 1991 shall receive a \$1,150.00 one time lump sum bonus. Employees hired after July 1, 1991, shall receive a pro-rated bonus.
- Effective the first pay period after execution of this Agreement the current scales shall be increased 5%. (Except start step of utility worker).
- Effective July 1, 1993      3.0% increase of scales (Except start step of utility worker).
- Effective July 1, 1994      3.5% increase of scales (Except start step of utility worker).
- Effective July 1, 1995      4.0% increase of scales (Except start step of utility worker).

(b) CLASSIFICATIONS

<u>Classification</u>	<u>Current</u>	<u>Date Contract Executed</u>	<u>7/1/93</u>	<u>7/1/94</u>	<u>7/1/95</u>
Utility Worker					
Start - 1 year	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00
1 year - 2 years	8.00	8.40	8.65	8.95	9.31
2 years - 3 years	9.00	9.45	9.73	10.07	10.48
3 years - 4 years	10.00	10.50	10.81	11.19	11.64
4 years - 5 years	10.97	11.52	11.86	12.28	12.77
5 years +	11.08	11.63	11.98	12.40	12.90
Vehicle Maintenance	11.23	11.79	12.15	12.57	13.07
Heavy Equipment Operator	11.51	12.09	12.45	12.88	13.40
Meter Maintenance	11.35	11.92	12.28	12.70	13.21
Asst WWTP Operator I	11.23	11.79	12.15	12.57	13.07
Asst WWTP Operator II	11.35	11.92	12.28	12.70	13.21
Park/Bldg Maintenance	11.08	6.00	6.18	6.40	6.65
Working Foreman	11.95	12.55	12.92	13.38	13.91

Note 1:

All employees hired before the date of the execution of this Agreement transferred to or who work in the classification of Parks/Building Maintenance shall be paid at the applicable rates of Utility Worker classifications.

28.5: LONGEVITY Longevity shall be paid according to the following schedule, on the first pay period of November of each year:

2 - 4 years	\$250.00
5 - 9 years	\$300.00
10 - 14 years	\$500.00
15 - 19 years	\$600.00
20 - 24 years	\$700.00
25 +	\$750.00

28.6: Employer shall have the right to appoint non-unit working Supervisors of Public Works and the Sewer Department, who shall oversee all planned daily activities and planned work week.

28.7: UNIFORMS AND CLOTHING ALLOWANCE

A. Uniforms. Uniforms and uniform maintenance shall be supplied to the employees by the Employer (five [5] changes per week). The Employer further agrees to furnish all other necessary equipment to the employees which is necessary for the performance of their job classification.

B. Clothing Allowance. Employer will provide a \$225.00 annual clothing allowance for all employees in this bargaining unit. Clothing allowance shall be paid in two equal payments each year.

ARTICLE 29

TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect for five (5) years, from July 1, 1991, through June 30, 1996, and continue in full force and effect from year to year thereafter unless written notice of the desire to cancel, revise or change, or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the end of the contract period, in which case this Agreement expires.

The rights of the unit members under the expired contract shall continue to the extent required by the Public Employment Relations Act, until a new Agreement is reached, or there is impasse.

IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of December, 1992, in duplicate, by their respective representatives thereto duly authorized, in the City of Bad Axe, County of Huron, State of Michigan, on the day and year first above written.

CITY OF BAD AXE:

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL 214:

By: Paul J. Kulin

By: Anthony F. Maroh

By: Christopher S. Okey

By: John M. Fabyan

By: Dwight A. Briggs

ATTACHMENT A  
BID FOR OPEN POSITION

THE BIDDING EMPLOYEE MUST FILL OUT ALL OF THE FOLLOWING:

TODAY'S DATE: \_\_\_\_\_

OPEN JOB TITLE: \_\_\_\_\_

DEPARTMENT

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Licenses held by Employee: \_\_\_\_\_

Special Skill and Abilities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OPTIONAL

Statement of Qualifications (Explain why you believe you would do a good job in this position):

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(Please use the back of the page if you need more space.)

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FOR CITY USE ONLY:

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ATTACHMENT B

TEAMSTERS DENTAL AND OPTICAL INSURANCE:

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, a dental and optical contribution of:

\$9.35 per week for full family coverage.	Effective 7/1/91
\$9.35 per week for full family coverage.	Effective 7/1/92
\$9.35 per week for full family coverage.	Effective 7/1/93

After January 1, 1994, the Employer shall pay \$9.35 per week for each employee that participates in the Teamsters Dental and Optical Insurance. In the event the cost of this insurance is in excess of the City Blue Cross-Blue Shield Dental and Optical Plan, the employee shall pay the difference through payroll deduction. However, if the Teamsters Welfare Fund determines that the Teamsters Plan cannot be offered on this basis, the Employer's participation in the Plan shall then terminate and dental and optical coverage will be with Blue Cross-Blue Shield.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but no under provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund, and after the proper official of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in the Health and Welfare Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund will be separately administered jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.



By the execution of this Agreement, the Employer authorizes the Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

