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CONTRACT

BETWEEN

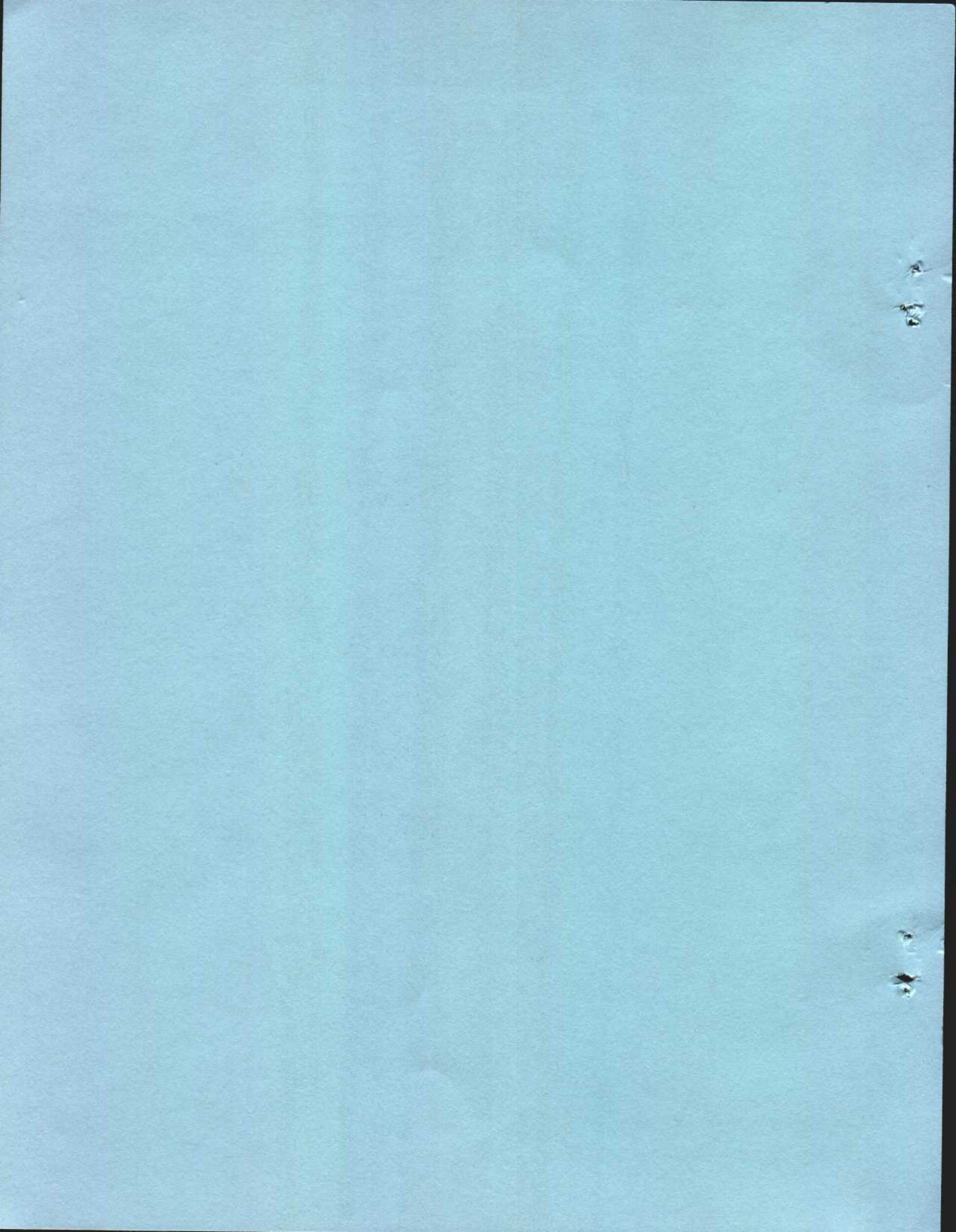
TEAMSTERS - LOCAL 214

AND THE

**CITY OF MONROE,
MICHIGAN**

JULY 1, 1997 TO JUNE 30, 2000

Monroe, City of



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AGREEMENT

This Agreement, made and entered into this 21st day of July, 1997* by and between the City of Monroe (hereinafter referred to as the "Employer"), and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union"): **This Agreement is retroactive to July 1, 1997** .

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

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

*voted on and approved by City Council on August 4, 1997.

ARTICLE I
RECOGNITION

Section 1: 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 Wage Schedule.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 (known as the Hutchinson Act) as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below.

Included are all permanent hourly rated employees of the Public Works, Water Department, Sewage Department and Parks and Recreation Department.

Excluding: Engineering personnel, office clerks, foremen, supervisors, janitors, and confidential employees of the City.

This recognition clause shall be construed to apply to employees and not to work.

Section 2:

A. 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 regard such matters.

B. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard

to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not 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 benefits contained in this agreement.

C. In accordance with the policy set forth under paragraphs A and B of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union the employee's exclusive collective bargaining representative, an amount 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 initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later, and for new employees the payment shall start thirty-one (31) days following the date of employment.

Section 3: Deduction of Dues

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 214 and pay such amount deducted to said Local No. 214 provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and payments to the local union. This may be done through the steward of the Union.

A. Amount of initiation fee and dues will be certified to the Employer by the Secretary/Treasurer of the Union.

B. Dues deducted shall commence on the first pay period of the month and will be deducted monthly thereafter on the first pay period of the month.

C. Deduction if initiation fees will be made in two (2) equal amounts from wages payable the following two (2) pay periods from the effective date of the authorization.

D. Dues deducted for any calendar month of the employee will be remitted to the designated finance officer of the local Union as soon as possible after the payroll deductions have been made. The Union shall furnish the Employer (Data Processing) an up-to-date list of those employees who have signed check-off authorizations and the amount of dues to be deducted from their paychecks.

E. Where an employee, who is on check-off, is not on the payroll during the week which deduction is to be made or who is on leave of absence, double deductions will be made the following month (if notified by the Union in writing).

F. The Employer will supply the Union each three (3) months with a current seniority list of all employees benefiting from this Agreement.

Section 4: 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 the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, persons or non-unit employees as long as any employees in the bargaining unit are on lay-off due to lack of work. The obligations of City officials to taxpayers and the basic economic interest of taxpayers shall at all times be the paramount consideration in arriving at methods of operation.

Section 5: Extra Contract Agreements

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees or any individual employees in the Unit covered by this Agreement.

Section 6: The Employer recognizes the right of the local Union to designate a steward and alternates in each Department who must be a regular City employee. The authority of the steward and alternates so designated by local Union shall be limited to and shall not exceed the following duties and activities:

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

B. 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 stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

Section 7:

A. The stewards, during the working hours, without loss of time or pay may in accordance with the terms of this Section investigate and present grievances to the Employer upon having advised their foreman of same.

B. The foreman will grant permission and provide sufficient time to the stewards to leave their work for these purposes, except that no job be left unprotected.

C. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

Section 8: Protection of Rights

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line or unions party to this Agreement provided, however, that such refusal shall in no way be detrimental to the public health, safety and welfare, and further provided that it does not adversely affect the personal safety of the employee.

A. It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer person whose employees are on strike and which service, but for such strike would be performed by the employees of the Employer or person on strike; provided further, however, that such refusal shall not be detrimental to the health, safety, welfare or convenience of the public when an emergency exists.

B. Within five (5) working days of filing of grievance claiming violation of this Article, parties to this Agreement shall proceed to STEP 4 of the Grievance Procedure without taking any intermediate steps, an other provisions of this Agreement to the contrary, notwithstanding.

Section 9: Union Business

Authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of local Union and/or representative of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force.

A. 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 City pertaining to a specific grievance at reasonable times, at the discretion of the Employer.

B. Said inspection shall be preceded by a written request to the Employer listing the employee and items questioned, where upon the Employer will, upon approving the inspection, denote the time of said inspection.

C. The Employer shall provide ea bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official union notices are to be posted and must have the signatures of the union business representatives or shop steward.

ARTICLE II

MANAGEMENT RIGHTS

The Employer shall remain vested with all management functions but not limited to, including the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, and discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work including starting and quitting time; length of work week; to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment subject to the terms of this Agreement. The obligation of City officials to taxpayers and to the best economic interest of the taxpayers shall at all times be the paramount consideration in arriving at methods of operation.

ARTICLE III

WAGES

Attached hereto and marked Wages are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Wage Schedule and the contents hereof shall constitute a part of this Agreement.

Section 1: The Union and Employer may, by mutual agreement, provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose.

Section 2:

A. An employee, when temporarily required to work in a classification higher than his classification, will work in the higher classification for a period of two (2) hours at his regular rate and then his rate will be changed to the rated classification provided it is not lower than his regular rate.

B. Temporary Upgrading - Pre-qualified employees will be paid the rate for the position that they are temporary placed into. Upon return to his regular classification, his rate will be the same rate paid before his temporary assignment.

Section 3: When new types of equipment for which rates of pay are not established by this Agreement are put into use, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put into use.

Section 4: Paid-for Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time that the employee is permitted to register in until the time he effectively is released from duty.

Section 5: New Hire and Promotions

- A. New hire employees will start at the rate called for in this Agreement. He shall receive an increase after the completion of his probationary period, which is six (6) months.
- B. Promotions - See Bidding Procedure, Article V.
- C. Everybody who is permanently employed as of the date of this contract will go to the new rate of pay for their grade and classification in accordance with the Wage Schedule as printed.
- D. All "new" hires effective 2-1-94 will receive BC/BS Benefit (Hospitalization) after a 90 day waiting period.
- E. **All new hires effective 01-01-98 will be enrolled in the DB/DC Plan as spelled out in Ordinance #97-007 with a contribution of 4%.**

Section 6: 1997 - 1999 Wage Increase

This Agreement calls for specific wage increases as follows:

- A. **July 1, 1997 - 2.5% across the board (retro-active)**
- B. **July 1, 1998 - 2.5% across the board.**
- C. **July 1, 1999 - 3% across the board.**

ARTICLE IV

HOURS OF WORK

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week or of days of work per week.

Section 1: Work Week

The Work week shall begin at 12:01 a.m. Sunday and end at 11:59 p.m. the following Saturday. This is in keeping with the current record keeping practices of the Municipality.

The First Shift shall commence between the hours of 10:30 p.m. and 1:00 a.m. The Second Shift shall commence between the hours of 5:00 a.m. and 9:00 a.m.; The Third Shift shall commence between the hours of 1:30 p.m. and 5:30 p.m.

Section 2: Shift Change - Department of Public Services Only

A. Starting time for employees who perform sweeping, spraying, painting or maintenance work may be changed by management when additional efficiency can be gained. The employees affected by this change will be given two (2) days prior notice of such change.

B. In the event that there is less than two (2) days notice, the employee will receive time and one-half for the first scheduled day worked. If an employee not performing the above functions has his schedule revised, the foregoing paragraph shall govern, but such revision is to be reasonable and not to eliminate the obligations of overtime.

C. Starting time may be changed as much as two (2) hours, if in the opinion of the supervisor, additional efficiency can be gained.

D. If the starting time is changed for employees and such employees are given proper notice, the employees shall receive premium pay for hours worked before and after the new scheduled eight (8) hours, provided the new schedule of eight (8) hours are worked.

Section 3: Lunch Periods

A. Thirty (30) minutes paid lunch for Water and Wastewater as is present practice.

B. The Department of Public Services shall receive a forty-five (45) minute lunch, with thirty (30) minutes paid, and the work day is to be extended fifteen (15) minutes.

Section 4: Swapping

Swapping days will be permitted as long as they are between employees in the same classification, require no increased cost to the City of Monroe, and they must have Department Head approval, forty-eight (48) hours prior notice in writing.

Section 5: Premium Pay

A. Premium pay for all employees who work a sixth (6th) and seventh (7th) day work assignment in any one (1) week will be paid at the premium rate called for in this Agreement.

B. Time and one-half shall be paid for all hours worked in excess of eight (8) hours per twenty-four (24) hour period.

Section 6: Call-back Time

Definition of employees called back to work between termination of his present shift and the starting time of his next regularly scheduled shift, shall be guaranteed two (2) hours at the premium rate called for in this agreement.

A. Employees shall have the option to decide whether to work hours in excess of twelve (12) hours in a twenty-four (24) hour period (D.P.S. only).

B. If an employee is called in before his scheduled eight (8) hours and is sent home by management prior to the completion of the scheduled eight (8) hours, he shall receive premium pay for hours worked prior to the commencement of work on the scheduled eight (8) hours (D.P.S. only).

Section 7: Water Department/Meter Shop Stand-by Pay

Employees who are required to be on stand-by time will receive an additional twelve (12) hours per week stand-by pay at their regular rate. If, however, an employee is called out during his stand-by week, he shall receive the premium rate and call-back guarantee as provided for in this Agreement in addition to his stand-by pay.

Section 8: Water and Wastewater Reschedule Payment

In the event that the situation warrants a rescheduling of work hours in a work week, time and one-half will be paid for the first such event only.

Section 9: Holiday Pay

Time and one-half shall be paid for all work performed on a holiday in addition to regular holiday pay for not working.

Section 10: Overtime Pay

A. Saturday: is considered a premium day for all employees who work such day provided, however, they have completed the preceding work week or were excused by the Employer during the preceding work week.

B. Five (5) day operations; employees performing work on Saturday when such a day is not a regular scheduled work day shall be compensated for such work at one and one-half (1-1/2) times their regular rate. Employees performing work on Sunday when such a day is not a regular work day shall be compensated for such work at the rate of two (2) times their regular rate.

In the event an employee is called to work on Sunday after having not worked (because of his refusal to work) the preceding Saturday, he shall receive premium pay at only one and one-half (1-1/2) times his regular rate.

C. Seven (7) day operations; employees working in a seven (7) day, twenty-four (24) hour operation shall be paid time and one-half for all hours worked on the first regular scheduled day off; double time for all hours worked on the second regular scheduled day off.

In the event that an employee is called to work on his second scheduled day off after having not worked (because of his refusal to work) his first scheduled day off, he shall receive premium pay at only one and one-half (1-1/2) times his regular normal rate.

D. There shall be no pyramiding of premium rates of pay.

Section 11: Overtime

In accordance with the award of July 14, 1972 for the arbitration hearing of June 7, 1972, the overtime regulations stipulated by the arbitrator are as follows:

A. Except when an emergency is invoked by the City, advance notice of overtime to be worked is to be furnished in the following manner:

1. Overtime beyond a shift will be scheduled at least one and one-half (1-1/2) hours before the end of the shift unless it is self-evident that the cause for the overtime arose after that time and could not be foreseen in advance of the normal notice time.
2. Overtime on a weekly scheduled basis shall have to be noticed to affected employees no later than at noon on Thursday in the week preceding said schedule.
3. Overtime scheduled on Saturday, Sunday or a holiday shall have to be noticed to affected employees no later than at noon on Thursday in the week preceding said schedule.

4. Call-out lists are to be compiled on which those employees who do not desire such assignments need not enroll but those employees willing to accept assignments will sign up. Employees shall have the option to add their names to or delete them from such call-list in accordance with their determination of personal availability. Call outs shall not have to be resorted to involving a vehicle such as police car or fire truck, which in the course of its routine runs becomes inoperable due to a minor and quickly repairable malfunction (such as a broken belt or water hose) which common sense dictates should be repaired at the nearest available facility (but this is not carte-blanche for effecting serious repairs, including such malfunctions as starters or fuel pumps without first involving call outs).

B. Affected employees shall have the right to decline overtime work as long as sufficient properly classified volunteers provide the Employer with the needed quota of qualified employees to carry out the intended work project. When less than the required quota of eligible classified employee-volunteers to assume scheduled overtime, the Employer shall have the right to assign the work by inverse order of seniority taking into account the possibility that legitimate and inescapable need to be excused might relieve a subject individual of the burden, which then passes to the next lower seniority employee.

C. The Employer shall not schedule burdensome or punitive overtime and shall confine the burden to completion of work which sound management judgment seems necessary and inescapable.

Section 12: Overtime Procedures

The City, in the administration of overtime assignments, will make every effort to distribute overtime equally to employees in the same job classification.

Sub-section 1: Department of Public Services Non-Scheduled & Scheduled Overtime:

1. The Department shall keep overtime records showing overtime worked and overtime refused. The sum of overtime worked and overtime refused shall be used in determining the employee with the least hours. The employee registered with the

least number of overtime hours in that classification will be called first, and so on down the list in an attempt to equalize the overtime. After all employees registered in a classification are contacted for overtime, employees still needed for this classification of work, will be called by referring to the over all Departmental list of employees by overtime hours worked. The employee with the least number of overtime hours worked (and qualified to perform the work), will be called first and so on down the list until the required number of employees is obtained.

2. Employees newly entered in a classification as a new registrant shall be credited with the highest number of hours of the equalized group entered.
3. Short periods of overtime required to complete a job started during regular shift shall be exempt for this procedure.
4. To be charged for overtime hours not worked, employees shall be contacted for such overtime work at their City registered telephone number by the designee of the Department Supervisor. The word of the City contacting party shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted. Employees accepting overtime must accept at least twelve (12) hours but not more than sixteen (16) hours. Employees requesting contact for overtime by pager will be given five (5) minutes to return the call. If they do not return the call they will be charged for the overtime refused.
5. Any employee who is excused from work due to illness, vacation or other paid leave time shall not be eligible to be called for overtime work until that employee returns to work following such absence for a full work shift. The exception to this would be as follows: In the event that the overtime lists are exhausted and additional personnel are still needed, then D.P.S. personnel who are excused from work and who have given written notice to the City in advance of their "Request for Leave" slip that they are available for overtime, shall then be called in to work. If this list of personnel is also then exhausted, then the department shall go to pre-qualified employees in other departments and then to temporary personnel.
6. In the event that all registered employees in a classification refuse call, the City shall not be restricted in using bargaining unit persons to voluntarily fill overtime requirements; provided there be no volunteers or willing registrants, bargaining unit employees will be required to work overtime least senior employee first.
7. During winter maintenance/snow removal operations, management with the concurrence of the Union (Steward Chief and/or Shop), may re-assign staff for a second shift. Assignment to a specified shift will be by seniority by classification. Additional shift assignments will consider seniority and the

availability and skills of the employees. Assignments will not be arbitrary or capricious. When a second shift is scheduled in this manner it will not be subject to the conditions of Article IV, Section 2; Paragraph B.

8. When a second shift is scheduled, employees shall work a minimum of twelve (12) hours, but no more than sixteen (16) hours and must have at least an eight (8) hour rest period before starting another shift.
9. Employees refusing overtime after their regular eight (8) hour shift shall be charged the hours that are required to complete the job but not more than eight (8) hours.

Sub-section 2: Wastewater Treatment Non-scheduled Overtime

1. The operator on duty at the time a vacancy on the following shift becomes known receives the first choice to work overtime. He has the option of working the full eight (8) hours or may choose to split the eight (8) hours with the operator scheduled to work the shift following the vacancy.
2. If the operator on duty declines the overtime, the next choice is the operator scheduled to work the following shift.
3. If he declines, the operator off duty is given the next option to work.
4. If no operator in a particular classification offers to work, personnel in other classifications are given the option.
5. The utility operator may be assigned to work as a replacement if he is already scheduled to be on duty on the vacant shift or if no operator can be reached. Utility operators are now scheduled for day shifts and are available for scheduling to cover vacations and other absences of more than two (2) days.
6. Refusal to accept overtime will be valid for the next twenty-four (24) hours from the time called.

ARTICLE V

CONDITIONS OF EMPLOYMENT

Section 1: New Employees

A new employee shall be employed on a six (6) month probationary period during which time he can be terminated by the City. The probationary employee is subject to the terms and conditions described in Article I, Section C. Termination after the first thirty (30) days will be made with notification to the Union on the action. It is understood that action taken in the first thirty (30) days is at the discretion of the City.

A. The Employer agrees that it will not replace employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in cases of emergencies.

B. That the right of the Employer to employ temporary employees and/or seasonal employees including students for the purpose of performing work on a temporary or seasonal nature or in an emergency situation is hereby expressly employed for a period of longer than six (6) months in a calendar year. Temporary or seasonal employees are not members of the Union bargaining unit and they are entitled to no fringe benefits.

C. That whenever a new hourly rated employee is hired by the City in the Public Works, Water, Sewage or Parks and Recreation Department, the said employee and the Union shall be notified in writing by the City whether the employee is a permanent or temporary employee.

D. That in the event a temporary or seasonal employee becomes a permanent employee:

1. The Union will be notified in writing.

2. He becomes a member of the bargaining unit and begins paying union dues in accordance with Article I, Section 3 of the Agreement, thirty-one (31) days following the date of his becoming a permanent employee.
3. Transfers due to job bidding still on probation in the classification be reduced.
4. His seniority date is listed as the date last hired for prospective seniority purposes.

Section 2: Seniority

In the event that a layoff is necessary due to lack of work or other legitimate cause, such layoff will be from classifications selected by the City and in numbers determined by the City subject to the terms and conditions specifically provided for this Agreement.

A. Seniority shall be the determining factor in layoffs and recalls. The following order shall be followed, provided that the employees who remain perform the work available:

1. Temporary and seasonal employees.
2. Probationary employees. (New Hires)
3. Transfers due to job bidding still on probation in the classification be reduced.
4. Remaining employees within the classification affected shall then be laid off.

B. The order of recalling of laid-off employees shall be in the in the inverse order in which the employees are laid-off and shall be subject to the same conditions of lay-off.

C. In the event of a reduction of force in a Department, City-wide seniority shall prevail for the purpose of bumping within the Department or into other Departments if:

1. Qualified to perform the work.

2. Any employee laid-off may bump into a previous classification held.
3. An employee laid-off shall not be permitted to bump into a higher rated job unless he has previous experience in that classification and it is verified.
4. Bumping shall only be allowed by employees displaced by lay-off or being bumped.

D. Any employee bumping into a lower rated job classification due to lay-offs shall carry the right to return to his previous classification for a maximum of two (2) years.

Section 3: The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date last hired.

Section 4: An employee's seniority and employment shall terminate if:

1. The employee quits, or
2. The employee is discharged, or
3. The employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within two (2) weeks after issuance of the City's notice of recall by certified mail to the last known address of such employee as shown by the City's records. It shall be the responsibility of the employee to provide the City with a current address, or
4. The employee is absent from work for three (3) consecutive working days without advising the City of an acceptable reason to the City for such absence, or
5. The employee overstays a leave of absence without advising the City of a reason acceptable to the City, or
6. The employee gives a false reason in requesting a leave of absence, or engages in other employment during such leave of absence, or
7. A settlement with the employee has been made for total disability, or

8. The employee is retired, or
9. The employee is laid off or has not, for any reason, worked for the City for a continuous period exceeding the length of his employment or two (2) years, or
10. The employee falsified pertinent information on his application for employment.

Section 5: In the event of a layoff, an employee so laid off shall be given 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 available for work within two (2) weeks, he shall lose all seniority rights under this Agreement.

Section 6: City employees shall be represented by one (1) steward from each Department who shall be a regular employee and working in the Department. The steward shall be entitled to work during scheduled overtime periods provided that the work for which overtime is required is that which the steward is qualified to do, and provided further that the steward shall perform such work during the scheduled overtime period.

The above paragraph does not entitle the steward to "super seniority".

Section 7:

A. An employee in a classification subject to the jurisdiction of the Union who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion. It is

further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

B. If an employee successfully obtains a position outside of this bargaining unit but remains an employee of the City, he shall have six (6) months time limit on that job before he would forfeit his seniority rights in the Teamster bargaining unit. After the six (6) month period (he) has no seniority rights to exercise in the bargaining unit. If the employee returns to the unit before the end of the six (6) month period, he shall return to his previous classification (job) he held at the time of his (promotion) transfer.

Section 8: Job Assignment

When making job assignments the City, wherever possible, will make assignments by seniority by classification required to do the job. The City agrees not to abuse the intent of this Section.

Section 9: Employees are transferable from job to job by their immediate supervisor based on the availability of work and skills of employees. The Employer will consider the employees seniority when such is implemented, whenever possible. Such transfers are not to be arbitrary or capricious.

Section 10: Work Leaders

It is the intent of this classification assignment to lead work crews and assist them in the performance of their job duties and to be called out on job assignments which he has the jurisdiction over.

Section 11: Bidding Procedure

Vacancies within the Department shall be filled in the following manner: All bids shall be posted on the bulletin board of each Department for not less than three (3) days.

A. Bids will be open to seniority employees within the Department first.

B. If no eligible bidders can be obtained from within the Department, bids shall be open to bargaining unit employees.

C. If no eligible bidders can be obtained from within the bargaining unit, the bid shall be open City-wide. Eligibility lists shall be established for each vacancy. Eligibility lists shall be in effect for one (1) year.

D. Ranking on eligibility shall be by seniority once minimum qualifications have been established.

E. The employee chosen for the position will be officially notified by the City. Once on the job, the employee may serve a ninety (90) day probationary period. This 90 day probationary period has no effect on the employee's overall seniority. Pre-qualified employees shall go to the top pay in that classification upon being appointed to that position.

F. An employee chosen for a new position through the Bid Process shall receive as his initial hourly rate the hourly wage at the One Year level as printed in this Contract. He shall receive increases in the following manner: Thirty-three percent (33%) at the completion of his first thirty (30) days; Thirty-three percent (33%) upon the completion of sixty (60) days; One Hundred percent (100%), maximum rate at the completion of ninety (90) days.

G. In the event that the employee does not successfully complete his probationary period, he shall return to his former position and former rate of pay.

H. When an employee is temporarily up-graded or trained on a piece of equipment the City shall complete a record of Equipment Operation/Evaluation and be duly signed.

I. Qualifications for each opening in the Bid Process shall be consistent during the length of this Agreement, unless changed in accordance with provisions outlined in this Agreement.

Section 12: Bidding Exclusions

A. The Employer will reserve the right to hire from outside if, in the opinion of the Employer, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

B. The Employer reserves the right to fill temporary or seasonal assignments without following the Bidding Procedure for a period of six (6) months. However, regular employees will be allowed to bid on regular job assignments before the signing of non-unit personnel.

Section 13: Discharge or Suspension

The Employer shall not discharge or suspend any employee without just cause. The following action will be taken upon infraction of rules:

A. A warning slip will be given to an employee by the Employer's supervisory personnel and a copy of same to the Union and job steward affected in writing for the first and second infraction of minor rules as posted and a third warning slip and three (3) days suspension without pay for a third infraction of minor rules as posted, and the employee will be subject to discharge for the fourth infraction of minor rules.

B. The warning notice as herein stated shall not remain in effect for a period of more than twelve (12) months from the date of said warning.

C. No warning notice will be given for an infraction of the major rules posted. The employees will abide by the rules as posted. All such rules and regulations are hereby made a part of this Agreement by reference as though they were fully incorporated herein.

D. Discharge must be by proper written notice to the employee and the Union.

Section 14: Classification Plan

The primary purpose of the Plan is to measure all classifications meeting the Public Service and Maintenance definition against the same criteria. Such criteria (factors) are intended to be relevant and pertinent of both the employees and proper management concerns.

It shall be the responsibility of the City through the Personnel Director and/or the Personnel Department to maintain a list of up-to-date job classifications in order to insure that job evaluation for:

1. The establishment of new jobs, and
2. The re-evaluation of existing jobs can take place.

Section 15: Reclassification Procedures

A request for reclassification from one (1) classification to another at a higher salary grade shall be treated for salary purposes as a promotion. Reclassification requests shall be processed by the employee, through the Personnel Department, and subsequently to the Classification Review Committee. The decision of the Classification Review Committee shall be forwarded to the City Manager for implementation. In the event the City Manager feels the documentation is insufficient, the matter can be returned to the Committee for clarification within five (5) working days or decision will be implemented. It is understood and agreed that the decision of the Committee is final and

binding and not reviewable through the Grievance Procedure other than as it relates to the fairness of the procedure.

The following is a detailed outline for specific points of operation as regards the plan:

A. Employee(s) request a Reclassification Questionnaire from the Personnel Department.

1. Questionnaire will be dated and numbered. This document will also be dated again upon receipt by the Personnel Department from the employee.
2. Questionnaire will be returned directly to the Personnel Department completed and with any additional information on separate sheets.
3. Completed questionnaire will be forwarded to the Committee with the present job description.
4. Department Head will be sent a copy of the questionnaire by the Personnel Department and is required to respond within five working days to the Personnel Department.
5. After receipt of all the information the Committee will convene to review the questionnaire and the Department Head response. This material shall remain confidential.
6. If the Committee desires it shall have the right to interview any individual deemed necessary.
7. The Committee shall issue its reply in writing within thirty (30) working days of receipt of questionnaire to the City Manager. After receipt of the City manager's reply the copy of the Committee's decision will be forwarded to the employee, Personnel Department, Department Head and the Association. The limits may be extended by mutual agreement of the Association and the City.
8. Implementation shall take place on the first Monday of the next pay period after the decision is favorable.
9. The Committee shall place the person in a pay step that represents an increase if the decision is favorable.

B. Actual Committee:

1. Two Representatives, Teamsters - Local #214
2. Two Management Representatives
3. A mutually agreed upon party to serve as Chairperson.

The Committee has the authority to make necessary rules and regulations governing its internal operation. If the Committee recommended a reclassification in favor of the employee, the employee shall receive the next grade step. If the Committee does not find in favor of the employee, then it shall communicate its reply to the employee only.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1: It is mutually agreed that all grievances, disputes or complaints by either party 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, slowdowns, walkouts or any other cessation of work through the use of any method of lock-out or legal proceedings.

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

Section 2:

Step 1: By Conference between the aggrieved employee with or without the steward and the immediate supervisor or foreman. If the grievance cannot be resolved, then the aggrieved employee shall reduce his complaint to writing within five (5) working days of its occurrence and submit the grievance to the immediate supervisor or foreman, who will have five (5) working days in which to answer the grievance in writing.

Step 2: If the grievance is not resolved at the previous step, then the employee will transmit his written grievance to the Department Head or his designee within three (3) working days of receipt of the supervisor's answer. The Department Head will then have five (5) working days in which to answer the grievance in writing.

Step 3: The aggrieved employee shall have five (5) working days in which to submit his written grievance to the City Personnel Director. The Personnel Director shall conduct such investigations, interviews and/or joint meetings as are necessary to investigate the grievance and

shall provide a written answer to the grievance within five (5) working days of receipt of the original written grievance.

Step 4: In the event the last step fails to settle the complaint, it shall be referred to arbitration upon request of either party. The President and/or Executive Board of the local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The arbitrator shall be selected from a list of arbitrators **established by the parties - mutually agreed upon**. The arbitrator shall have no power to add to, subtract from or modify this Agreement or to declare any provision of this Agreement illegal. A decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The cost of arbitration shall be borne equally by the Employer and the Union.

Section 3: Time limits specified at any step in the Grievance Procedure may be waived or extended by mutual consent of the parties.

Section 4: Mutual Agreement

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and the said party, after actual notice of same, shall within a reasonable time, not to exceed two (2) weeks, fail to take steps to correct the cause of circumstances giving rise to such dispute, claim, grievance or complaint.

ARTICLE VII

BENEFITS

Section 1: Vacations

All regular full-time employees shall be entitled to vacation time with pay under the following schedule: (In addition see Vacation Addendum on Page 63)

A. Employees who have completed one (1) year and up to five (5) years of service shall be granted two (2) weeks or ten (10) days (80 hours) vacation without loss of pay.

B. Employees who have completed five (5) years up to and including the fifteenth (15th) year of service shall be granted an additional day of vacation (3hrs.) for each year of service to a maximum of four (4) weeks or twenty (20) days vacation without loss of pay.

C. Employees will be eligible for four (4) hours (½ day) of additional vacation pay for each year of service after they have completed fifteen (15) years of service up to twenty-five (25) years of service to a maximum of twenty five (25) days.

D. Vacation days can only be accumulated for a period of two (2) years at the discretion of the Department Head.

E. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for the unused vacation days which have accumulated to his credit on a pro-rata monthly basis.

F. The Employer shall establish the available vacation periods for each Department:

1. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1st each employee shall indicate on a yearly calendar his vacation requests no later than January 1st. Seniority shall be the main

consideration in considering preference for vacation requests within the Department.

2. Senior employees who fail to submit vacation requests before January 1st will then be allowed leave only when the number of employees absent from one (1) working group at one (1) time will be sufficient to insure the services rendered by the group.

Section 2: Holiday Pay

A. Each permanent full-time employee with seniority shall be paid for the following holidays not worked by him:

New Year's Day (January 1)
Martin Luther King Day (Third Monday in January)
President's Day (Third Monday in February) Observed
Good Friday
Memorial Day (Last Monday in May) Observed
Independence Day (July 4)
Labor Day (First Monday in September)
Veteran's Day (November 11) Observed
Thanksgiving Day (Fourth Thursday in November)
Mayor's Day (Day following Thanksgiving)
Christmas Eve Day (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)

* Official list and dates is announced each year by the City provided he meets all the following eligibility rules and unless otherwise provided in this section:

1. He must have seniority as of the date of this holiday.
2. He must have worked his last scheduled working day prior to and also his next scheduled working day after such holiday, unless he presents to the head of his Department an excuse for his failure to do so which is acceptable to the Employer and which must be supported by satisfactory proof.

B. An employee who is on layoff or on leave of absence at the time such a holiday occurs will not be paid for that holiday, except if the employee has been laid off within ten (10) workdays of the holiday.

C. An employee shall not be entitled to both sick leave and holiday pay for the same holiday not worked.

D. Each employee who is eligible under the provisions of this Section to be paid for any such holiday not worked by him shall be paid eight (8) hours pay therefore, computed at his current straight-time hourly rate which is in effect on that holiday.

E. Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

F. Holidays recognized by Section 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 such holiday.

Section 3: Leave of Absence - Personal

A. Any employee desiring a leave of absence from his employment shall secure written permission from both the local Union and the Employer. The maximum leave of absence shall be thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the local Union and Employer.

B. During the period of absence, the employee shall not engage in gainful employment.

C. Failure to comply with this provision shall result in the complete loss of seniority rights.

D. An employee on leave of absence shall not accrue vacation credits or sick days for the days off.

Section 4: Leave of Absence - Union Business

At the discretion of the employer, reasonable time off without discrimination or loss of seniority rights and without pay will be granted to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business provided forty-eight (48) hours written notice is given to the Employer by the Union, specify length of time off for Union activities, due consideration shall be given to the number of men effected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 5: Personal Leave Days

An employee shall have two (2) days (16 hours) per year, renewed each July 1, and use them as Personal Leave Days. The employee shall give forty-eight (48) hours notice to his immediate supervisor when he intends to take such leave day or days. These hours are non-cumulative.

New hire employees shall be credited one (1) personal leave day for each calendar month of service after date of hire, for a maximum of **two (2) days** and shall be granted as called for in this agreement.

Section 6: Military Leave

The City shall abide by the following pieces of legislation; Selective Service Act of 1967, 50 U.S.C.A. Section 459 (b); Veteran's Re-employment Rights Act, 38 U.S.C. 2021 et. seq. And Michigan statute MALA 32.271 through 32.274.

Regular, full-time employees of the City who are members of the Michigan National Guard, U.S. Air Force Reserves, U.S. Army Reserves, U.S. Marine Corps Reserves, U.S. Coast Guard Reserves, or U.S. Naval Reserves shall be granted a leave of absence, without pay, for the period of time each year to attend yearly field training exercises. Requests for such leave must be presented to the field training exercises. Requests for such leave must be presented to the Department Head and to the City's Personnel Director along with a copy of the written order from the commander of the Armed Forces Reserve Unit, indicating report and return dates of training period.

In the event that an employee is called out for a local, state or national emergency, he shall present necessary conformation to the Employer upon or prior to leaving. Upon being released from that emergency he shall contact the Employer to notify of his return to work.

Section 7:

A. Jury Duty

When an employee is called for jury duty and serves on such duty, he shall suffer no loss of pay for time spent on jury duty. In order to assure the no loss of pay provision, the employee shall return to the City Treasurer any monies, except fees for travel/mileage, paid by court while serving as a juror.

B. Court Time

If an employee is subpoenaed to appear in court, as a witness, as a result of or involved in an accident while on duty, he shall suffer no loss of pay. Witness fees shall be returned to the City Treasurer as a result of this Section.

Section 8: Medical Emergency

In the case that a member of the employee's immediate family is defined as Medical Emergency, the term Medical Emergency means a condition which occurs suddenly and unexpectedly and threatens life or bodily functions, or could result in serious bodily harm unless medical treatment is received promptly, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days upon the recommendation of the immediate supervisor and the approval of the Personnel Director.

Section 9: Bereavement Leave

A. When a death occurs in an employee's immediate family and such death causes him or her to lose regular scheduled work days, the employee will be compensated for such time lost as his regular straight-tie hourly rate.

B. The maximum duration of such Bereavement Leave will be five (5) days in the case of the death of employee's spouse or children, three (3) days in case of the death of the employee's brother, sister, parent or parent-in-law, and two (2) days in case of the death of the employee's grandchild, and one (1) day in case of the employee's grandparents, brothers-in-law and sisters-in-law.

C. Immediate family shall be defined to include wife/husband, children, brother, sister parent and parent-in-law, grandparents, spouse's grandparents, grandchildren, brothers-in-law and sisters-in-law.

D. Funeral leave shall be in addition to other types of leave to which the employee is entitled.

Section 10: Sick Leave

Every regular employee shall be granted sick leave with full pay of one (1) working day for each full calendar month of service. The employee must have been on payroll at least ten (10) working days during that month.

A. The unused balance of allowances may be carried over and accumulated from one calendar year to the next to a maximum of one-hundred (100) working days at one (1) time, any excess over which shall be deemed to have expired.

B. A regular employee shall be allowed one (1) day's regular pay for each work day off due to legitimate illness until the employee's sick leave credits are exhausted.

C. A certificate from a reputable physician may be required as evidence of the illness before compensation for the period of illness is allowed and shall be mandatory if the illness is or exceeds three (3) working days.

Section 11: Sick Leave Bonus

A. All regular employees shall receive a sick leave bonus during the month of January of each year in accordance with the following formula:

Sick bonus days shall be computed and paid by deducting the used sick leave from the earned sick leave of the previous calendar year and by multiplying one-half (1/2) of this figure by the hourly rate as of December 31st of the previous year of each employee. In no event shall the amount of paid bonus days be more than six (6). The period of time for each year shall be from January 1st through December 31st, except that the sick leave bonus plan did not begin until July 1, 1962. Each Department Head, under the direction of the City Manager, shall keep accurate records of the sick days earned and used by each employee.

B. All full-time employees who have been retired under the provisions of the retirement system or any employee who voluntarily retires under the provisions of the retirement plan prior to December 31st in each year shall receive proportionately the sum they would have received if they had been on the payroll as of December 1st as follows: One twelfth (1/12) of said sum for each month employed after January 1st of each calendar year. Provided that the above provisions shall not apply to anyone who was discharged for cause or, if in the opinion of the City Manager, he has abused or misused his sick leave privilege.

C. All regular employees shall receive at the time of his retirement under the provisions of the City Pension Plan, a sum equal to the amount paid to them under Paragraph A of this Section (effective July 1, 1964).

An employee who dies or leaves the employment of the City of Monroe for health reasons prior to his normal retirement age, provided he qualifies under the plan, shall be paid an amount equal to that which was invested for him by the City which would have yielded him the amount as calculated under Paragraph A at the time of his normal retirement.

D. An employee who retires under the retirement program will be paid all monies due for unused vacation and yearly sick pay bonus in the next scheduled payroll check.

Section 12: Indemnity Pay

When an employee receives his or her last regular pay check while on sick leave, he or she will be eligible for twenty-six (26) weeks indemnity pay. Indemnity pay will be calculated at forty-percent (40%) of the employee's base pay with a minimum of \$150.00 per week. In order to be eligible for this benefit, the individual must be a full-time permanent employee with one (1) year of

service. Indemnity pay shall not apply for absence due to any condition which is self-induced or the result of the employee's own willful misconduct.

Section 13: Hospitalization Benefits

A. The City of Monroe shall provide hospitalization coverage for an employee and his/her eligible dependents comparable to the Blue Cross - Blue Shield group coverage MVF-1 plus all riders in effect on June 30, 1980. The City shall have the unilateral right to increase benefit coverage. New City employees hired into Teamster Local #214 shall not receive hospitalization benefits for the first 90 calendar days of employment. The City of Monroe presently is self-insured for its hospitalization program and contracts with Blue Cross and Blue Shield.

B. Members of Teamsters - Local 214 who retire on or after July 1, 1983 shall be provided the regular (excluding major medical) hospitalization coverage for the retiree and spouse. If the retiree desires coverage for other dependents still under his care, he shall bear that cost. If the cost of such dependent coverage dictates an increase or decrease, then payment adjustments will be made at that time. When the retiree and spouse are covered under Medicare, the City will provide supplemental coverage to Medicare. Upon death of the retiree, the City's obligation shall continue until the death or remarriage of the spouse.

C. The City shall also provide a dental plan for the members of Teamsters - Local 214 and their dependents. Plan basics include: No deductible plan; 50-50 payment for all classes; \$800 maximum benefit every contract year; **\$1,200.00* orthodontics, lifetime maximum**. For new hire Teamster - Local 214 employees, the dental plan will be effective the 91st day of employment. The plan is administered and provided by Delta Dental.

***Effective 8/97**

D. All employees of the City of Monroe are eligible for COBRA upon a qualifying event as prescribed by Federal Legislation.

E. Prescription Drug Program: Co-payment for generic drugs will be \$3.00; co-payment for "brand" name (non-generic) will be \$10.00; co-payment for mail order will be \$3.00 (plus shipping); if generic substitution is not available, or the physician has prescribed "no substitution", the plan participant will be charged the \$3.00 generic co-pay amount.

F. Increase Delta Dental Benefits in Class I. Specifically Class IA benefits will be paid at 100% for the following: Diagnostic and Preventative Services: Oral Examinations, Cleaning and Fluoride Solution; Emergency Palliative; Temporarily Alleviate Pain and Discomfort; and Radiographs: X Rays.

Section 14: Life Insurance

Each employee covered by this Agreement shall be entitled to group life insurance in the amount equal to one (1) times their annual base salary rounded downward to the nearest \$1,000.00. The maximum benefit shall not exceed \$49,999.00

For accidental death the above coverages are doubled. Life insurance is based upon regular earnings exclusive of any bonus or premium pay.

Section 15: Longevity Pay

0 - 5 Years = None

After completion of 5 Years to 10 Years = \$25.00 x years of service

After completion of 10 Years to 20 Years = \$30.00 x years of service

After completion of 20 Years and After = \$35.00 x years of service

Longevity is paid as of years of service on December 1st of each year. Longevity is pro-rated at Retirement for each member of this Unit.

Section 16: Workmen's Compensation

A. A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by the Michigan Workmen's Compensation Act, which the City will provide.

B. In order to be eligible for Duty Disability Leave, an employee shall immediately report any illness or injury to his immediate supervisor who shall note same in writing and take such first-aid treatment as may be recommended or waive such first-aid in writing.

C. Employees on duty disability leave shall accrue fringe benefits as detailed herein:

1. Medical insurance coverage and life insurance shall continue on for a period not to exceed two (2) years from the date of such leave.

2. Vacation days will be credited to an employee for two (2) years while on "duty disability". These days can be used only after return to full-time work.

3. Sick days earned prior to such leave will count for "Sick Pay Bonus" in that calendar year. Time off due to such disability leave will not count towards earning "sick days" for that calendar year. Accumulated sick days shall remain until needed by the employee.

D. All employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

1. First seven (7) calendar days, the City will pay the employee his regular pay for the working days falling within the first week of disability. Employee's sick leave will not be

charged for this time; time shall be charged to "Duty Disability Leave" which is limited to the working days in the first seven (7) calendar days only.

2. After seven (7) calendar days, payment shall be governed by the regulations for the Workmen's Compensation Act; in such cases, the following shall apply:

- a. For the first twelve (12) months of such leave, an employee shall receive a regular payroll check for the difference between the workmen's compensation and his gross normal bi-weekly payroll check.
- b. Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his workmen's compensation check and his net normal bi-weekly payroll check.

E. After fourteen (14) days continuous absence, workmen's compensation will reimburse the employee at the standard workmen's compensation rate for the first week's absence previously paid by the City. The employee shall remit this payment to the City.

F. An employee who is being treated for a duty disability injury may be treated for such an injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

G. If the City offers favored employment to an individual on duty disability, which employment the attending physician deems the employee capable of performing without future injury to the employee, and should said employee refuse such favored employment, on the date of such refusal the employee shall only receive the appropriate amount of workmen's compensation as his duty disability pay.

Section 17: Tool Allowance

Certified Mechanics and Certified Mechanic/Welders in the D.P.S. will be allowed a tool allowance under the following conditions:

1. The mechanics must have on site the tools listed in Appendix 3 and posted in the office of the Stores and Equipment Supervisor.
2. The tool list will be verified by the Supervisor of Stores and Equipment every six (6) months in writing to the Superintendent of D.P.S. with a copy to the mechanics.
3. If the employees qualify they shall be entitled to a \$300 allowance for replacement of broken tools, and additional tools. The amount of \$300 is specified to be administered by the City through the Stores and Equipment Supervisor.
4. In the event a tool, recorded on the semi-annual list, is stolen or disappears under mysterious circumstances a formal request claim will be made to replace such item by the Stores and Equipment Supervisor to the Risk Management Section in the Finance Department. Appropriate documentation shall accompany such claim.
5. Certified mechanics and Certified Mechanic/Welders who fail to have proper tools and equipment as specified are in violation of this section and forfeit all allowances.
6. Special tools, power tools and testing equipment will be purchased by the City as shop equipment, at the discretion of the Stores and Equipment Supervisor.

Section 18: Uniforms

A. The parties agree that the employees of the City represented by Teamsters - Local 214 are to wear a uniform as a condition of continued employment. Such uniforms shall be furnished in the following manner as prescribed below and will be maintained by the employee. No employee shall be required to wear a uniform that does not bear the Union label.

B. All members of the bargaining unit will receive an allowance in the form of a separate check in the amount of \$180.00 for all members except that Mechanics will receive \$250.00. The employees are expected to purchase uniform apparel with this check. The items of uniform covered in this allowance are: shirts, long and short sleeve; pants; jackets, winter and summer; overalls; hoods - attachable to Carhartt coat; gloves - work type; and footwear - safety type with approved toe. See additional items spelled out in Addendum.

C. New hire employees shall receive clothing allowance thirty (30) days after hire date with the next payroll check. This allowance shall be prorated using the month of July for proration.

D. This allowance check shall be received in the month of July for each year of this agreement except for new hire.

Section 19: Facilities

The Employer will furnish wash rooms and lockers for the changing and storing of clothing. There shall be a fifteen (15) minute wash up period at the end of each shift and soap will be provided where needed.

Section 20: Bonding

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 21: Family and Medical Leave

A. Eligibility. A leave of absence shall be granted to seniority employees of the City of Monroe for the following reasons:

1. Because of the birth of a child and in order to care for such child after delivery;

2. Because of the placement of a child with the employee through adoption or foster care assignment.
3. In order to care for a spouse, child or parent because of a serious health condition; or
4. Because of a serious health condition (including a disability caused by pregnancy) that makes the employee unable to perform the functions of the position of the employee.

B. Definitions. For purposes of this Section, "serious health condition" shall have the same meaning as set forth in the Family and Medical Leave Act of 1993 and regulations thereunder.

C. Period of Leave. An employee taking a leave of absence under this Section may be absent for a total of twelve weeks in any twelve month period. In addition, under extenuating circumstances, an employee taking a leave of absence under sub-section 21 above, additional leave (compensated or uncompensated) may be granted in the appointing authority. This additional leave time shall not exceed twenty-six weeks, as permitted per Article VII, Section 12. Employees may then apply for long-term disability thereafter. Eligibility shall be determined in accordance with Article VII, Section 12. Any leave of absence without pay shall be in accordance with Article VII, Section 3. The City reserves the right to require a medical examination by a physician appointed by the City or to require a physician's certificate to support the need for a leave, or an extension of such a leave, under sub-section 21. In the event of a disagreement between the two doctors, those doctors shall appoint a third doctor whose conclusion shall be binding.

D. Notice. The employee shall give the City thirty days advance notice of a request for leave of absence. However, if the need for a leave of absence is not foreseeable, the employee shall give the City as much advance notice as possible.

E. Compensation. Leave taken under sub-section 21 may be charged first to accumulated and earned sick leave and, if this is insufficient, vacation time may be used. Leave taken under sub-sections VII and 12 shall be charged to accumulated and earned vacation time. If the employee exhausts his/her earned and accumulated sick leave and vacation banks, the remainder of the leave shall be unpaid. The employee shall continue to receive the benefits described in Sections VII and 3 during the twelve week leave period. The employee shall accumulate service credit and seniority during the full period of paid leave.

F. Return from Work. An employee who returns to work upon the expiration of the leave of absence shall be returned to his/her position. An employee who has taken a leave under sub-section 21 may qualify for return to work upon submission of physician's release to work. In the event of a dispute over the employee's ability to return to work, the provisions of sub-section 21 shall apply.

ARTICLE VIII

SAFETY

Section 1: Safety Committee

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

Section 2: Accident Reports

A. Any employee involved in an accident shall immediately report said accident and any physical injury sustained.

B. An employee, before starting his next shift, 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 accident.

C. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3: General Reports

A. It is the duty of the employee, and he shall immediately or at the end of his shift report all defects of equipment.

B. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee.

C. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition and receives no consideration

from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer.

Section 4: General Safety

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.

A. The Employer shall consider the personal safety of the employees in establishing operational procedures and including weather conditions.

B. 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 appliance prescribed by law.

C. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 5: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statues or court order or governmental regulation relating to safety of person or equipment.

Section 6: Hard Hats

The parties have agreed that they will live by the Safety Standards of the State of Michigan, Department of Labor, Occupational Safety and Standards Commission, Part 32 - Head Protection Equipment, as passed and approved by the State Department of Labor.

ARTICLE IX

GENERAL

Section 1: When an employee is temporarily assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease of work he has been regularly assigned to a lower rated job through exercise of seniority to continue working.

Section 2: Employees absent from work shall notify the Employer prior to the beginning of the shift. Emergency cases such as sudden illness, accident and death, where it is impossible for employees to call within the specified time, shall be reviewed by the Employer.

Section 3: It is agreed that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, sex or age.

Section 4: Employees shall notify their Department of any change of name or address or telephone number promptly and in any event within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on its records for all purposes involving his employment and this Agreement.

Section 5: The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any matters not removed by law from the area of collective bargaining, and that the understandings arrived at by the parties hereto after the exercise of that right are set forth in this agreement even though such matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement, subject to the provisions following.

Section 6: The entire Agreement between the parties is set forth in this written instrument, which includes Schedule "A", Wages, attached hereto, and it expresses all of the terms and

conditions of employment which shall be applicable during the term hereof of the employees covered hereby.

Section 7: All references herein in the masculine gender shall, where the circumstances so require, be deemed to refer also to the feminine gender.

Section 8: Residency

A. Employees hired after July 1, 1978 shall be subject to residence requirements as prescribed by City Ordinance Number 77-014.

B. Employees hired after July 1, 1978 shall not be required to change residence nor suffer any penalties as a result of their residency. The policy in effect prior to July 1, 1978, was that employees could live outside the City limits of Monroe, but within a five (5) mile perimeter and shall be allowed to move in or out of the City within that perimeter without restrictions provided the City is notified of their residency change, shall be maintained throughout the life of this Agreement.

C. Effective January 1, 1986 all current members of Teamster's Local #214 are eligible to reside in the same area as defined in the attached map. It is understood that Subsections A and B of this Article remain in effect with regard to 77-014 until the Ordinance is properly amended by the Mayor and Council.

D. The term "employees hired" is defined as individuals placed on the payroll in full-time permanent positions which this Unit represents.

E. Effective with the ratification date of August 4, 1997 the members of Local #214 shall have the opportunity to reside in the boundary area covered by the attached map and area included in the Residency Ordinance as amended in 1997.

Section 9: Personnel Files

A. An official personnel file is maintained for each employee in the Personnel Department under the direction of the Director of Personnel. All official documents pertinent to an individual's employment relationship with the City such as applications, performance evaluations, commendation and corrective actions, are maintained in the file. Personnel files are considered confidential and access is limited.

B. Each employee may review his or her own personnel file or authorize its review by a designated representative during normal working hours.

C. Each employee shall be provided a copy of all material relating to qualifications and performance placed in his or her file. If an employee disagrees with the content of a document placed in the file, it shall be the right of the employee to submit a written response to the Director of Personnel to be attached to the document in question and included in the file.

Section 10: Emergency Situations

In the event of any emergency situation as determined by the City, the Union agrees to provide any and all personnel which may be deemed necessary by the City for the public health, safety and general welfare.

Section 11: Tuition Reimbursement

Employees covered by this Agreement are eligible for Tuition Reimbursement as outlined below. All previous tuition reimbursement programs, forms and conditions will be null and void upon the ratification of the Agreement between the parties.

A. Off-the-Job Training

Employees who desire to pursue education during non-working hours, the following procedures shall apply:

1. The employee must obtain approval from the Department Head and Personnel Director or his/her designee well in advance of enrollment in classes, i.e., school. A written request detailing courses or subject areas shall be accompanied by a signed tuition reimbursement agreement form. Upon approval of the curriculum or course of study, notification will be sent to the employee.

2. Education must be obtained at an approved or accredited college, university, secondary school, business institute or school.

3. The employee must receive the following passing grade or grades for the percentage of tuition reimbursement:

- a. Undergraduate level - A or B = 100%; C = 90%; D or below, including drop or withdrawal = no reimbursement.
- b. Graduate level - A = 100%; B = 90%; C or below = not reimbursable.

4. Upon completion of the course or semester, the employee shall then submit an original or copy of his/her official grade(s) along with his/her tuition reimbursement payment to the Personnel Department. The Personnel Department will then process the request and the employee will receive reimbursement. In order to receive reimbursement, an employee must complete the class or semester and submit a passing grade. No reimbursement shall be made for withdrawal or dropped classes previously approved.

B. Non-credit courses or institutions will be reimbursed for full enrollment fees based upon evidence of satisfactory completion. Employees requesting or attending school for no credit will be subject to the budgetary limitations for on-the-job training.

C. It is mutually understood and agreed that any employee who voluntarily leaves City employ shall re-pay the sums reimbursed within the twelve (12) month period immediately preceding the last day of employment.

D. Tuition reimbursement does not apply or pertain to requirements to maintain licenses for job qualifications.

Section 12: Pension

Effective January 1, 1990 members of Teamster's Local #214 who retire on or after that date will receive the multiplier increase to 2.1% for years of service. Effective with the first payroll in July 1, 1990 members of Local #214 shall contribute 3% to the Pension Fund. Effective January 1, 1991 the multiplier will increase to 2.2% times years of service. Also, the contribution rate will increase to 4% for all employees in Local #214 effective with the first payroll of the new calendar year.

The Plan will be amended to provide for employee contribution before taxes, as permitted by I.R.C. Section 414(H).

Members of Teamster's Local #214 on the payroll at the time of ratification in 1990 are eligible for retirement under the Rule of 80. The Rule of 80 is defined a member may retire if the members age as of his/her last birthday plus years of credited service in whole years equals or exceeds eighty (80). The Rule of 80 is intended to encourage retirement among the members of Local #214 with no penalty in the amount of pension paid to the member.

For prior Pension changes see Contract dated July 1, 1987 to June 30, 1989.

Effective 1-1-88 employees represented by Teamster's Local #214 will have the opportunity to apply for "Early Retirement". Early retirement is available when a member reached sage 50 or older and is vested in the Plan. Upon opting for early retirement the employee will have the option of receiving a benefit equal to the Actuarial equivalent of the accrued normal retirement benefit. The benefit is determined by calculating the accrued straight life benefit payable at age 60 and applying the early commencement factor - table listed based upon the person's age on his last birthday. The member could elect to receive this amount as a straight life benefit or as any of the standard optional forms provided by the retirement system. The "Special Option" could be elected and this would (will) pay a higher amount up to age 62 and a reduced amount after age 62. When possible, the special option will pay the formula amount up to age 62. The special option cannot be elected in conduction with another option (i.e. "No survivor Option"). Once the member has chosen his election and receives the benefit, the election cannot be changed.

<u>Age</u>	<u>Factor</u>
60	1.00
59	0.90
58	0.82
57	0.74
56	0.68
55	0.62
54	0.56
53	0.51
52	0.46
51	0.43
50	0.40

Effective 01/01/98 the F.A.C. for members of this Unit shall be determined as of the highest 4 years out of the last 10 years. The Unit bargaining team agrees that all new hires

effective with 01/01/98 will be enrolled in the DB/DC Plan as spelled out in Ordinance 97-007. It is also understood that the contribution rate shall be 4% to "new" employees. Also, those members of the present D.B. Plan shall have the option of switching to the amended plan.

Section 13: Driver's License Endorsement

As required members of Local #214 will be subject as a condition of present/future employment to have a State of Michigan C.D.L. designation. The City shall require a minimum C.D.L. designation of Group "B" for most classifications. The City shall identify those classifications where a Group "A" designation is required. It shall be the employees responsibility to maintain his C.D.L. designation during his/her employment.

Regarding the cost for acquiring a C.D.L., the City will continue the practice of reimbursing the employee \$20.00 for the C.D.L. (Group "A" or Group "B") and \$5.00 for each endorsement required by the applicable City Department. The reimbursement shall be handled through the Finance Department.

Each Department shall keep an up-to-date list of employees with a C.D.L. designation and the City reserves the right to verify compliance. Employees who fail to acquire the C.D.L. or lose such privilege will have their situation reviewed by the City, with final determination in writing to the Union.

ARTICLE X

LIMITATION OF AUTHORITY AND LIABILITY

Section 1: No employee, union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever, and action of this type is only taken when authorized by the International Union by the said Union to the City.

Section 2: Any individual employee or group of employees who willfully violate or disregard the Grievance Procedure set forth in Article VI of this Agreement may be similarly discharged by the Employer without liability on the part of the Employer or the Union.

A. It is further agreed that in all cases of unauthorized strike, slowdown, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members.

B. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

C. It is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall the sole and complete right of reasonable discipline short of discharge.

D. Such union member shall not be entitled to any recourse or to any other provision of this Agreement.

Section 3:

A. After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized

cassation of work, and such union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

B. The authority of the Union stewards shall be limited to acts or functions which said stewards are expressly authorized to perform in this Agreement.

ARTICLE XI

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: If any provision of this Agreement 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 3: In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XII

MAINTENANCE OF STANDARDS

Section 1: The City agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Section 2: It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide 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 error.

ARTICLE XIII

DURATION

Section 1: This Agreement shall be in full force and effect from July 1, 1997 to June 30, 2000, and shall continue from year to year thereafter unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

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

Section 3: This Agreement supersedes all previous agreements and letters of understandings, and all such letters are hereinafter null and void; provided, however, that any letters of understanding specifically referred to in this contract continue in full force and effect.

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day of the year:

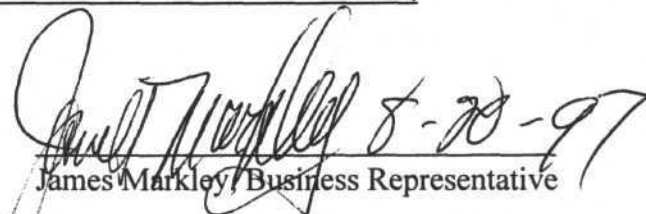
CITY OF MONROE:

**LOCAL UNION NO 214 affiliated with the
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of
America:**

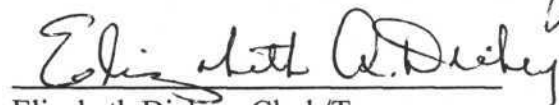
This Contract was signed on: August 20, 1997



C.D. Cappuccilli, Mayor



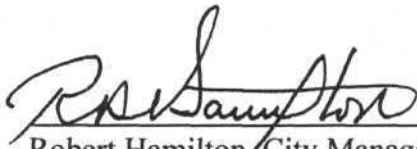
James Markley, Business Representative



Elizabeth Dickey, Clerk/Treasurer



Steve Clute, Chief Union Steward



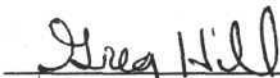
Robert Hamilton, City Manager



Milton Page, Union Steward



Joseph S. Lybik, Director of
Personnel & Labor Relations



Greg Hill, Union Steward



Ron Tuttle, Union Steward

WAGES
From July 1, 1997 to June 30, 1998

Grade	Classification	Hire Rate	6 Months	1 Year	2 Yr. Max
03	Laborer	11.6003 24,128.70	12.2009 25,377.84	12.9091 26,850.83	14.3404 29,827.96
04	Maintenance Wkr. I Custodian	11.6225 24,174.75	12.3455 25,678.66	13.0680 27,181.51	14.5282 30,218.75
05	Sign Man Helper Lt. Equip. Operator	12.0708 25,107.28	12.8222 26,670.25	13.5886 28,264.35	15.0920 31,391.35
06	Med. Equip. Operator Maintenance Wkr. II Maintenance Wkr. II Parks & Rec. Job Leader/Custodial	12.4177 25,828.75	13.1839 27,422.42	13.9645 29,046.15	15.5114 32,263.77
07	Heavy Equip. Operator Water Service Worker Electricians Asst. Maintenance Wkr II/ Water	12.6635 26,340.01	13.4585 27,993.59	14.2537 29,647.59	15.8292 32,924.69
08	Maintenance Wkr/ Forestry Asst. WW Plant Oper Instrument Mech. /WW Filter Operator	12.9814 27,001.35	13.7910 28,685.21	14.6006 30,369.27	16.2342 33,767.04
		13.1258 27,301.75	13.9645 29,046.15	14.7739 30,729.80	16.4219 34,157.62
09	Job Leader/D.P.S. Water Plant Operator WW Plant Operator Job Leader/Water Dept. Job Leader/WW Collection Certified Mech. D.P.S. Mechanic/WW Job Leader/Recreation	13.4728 28,023.43	14.3114 29,767.62	15.1644 31,541.87	16.8558 35,060.10
010	Mechanic/Water Dept. Maint. Leader/WW Cert. Welder/Mechanic Job Leader/WW 2/9/93	13.6607 28,414.23	14.5427 30,248.82	15.3812 31,992.79	17.0725 35,510.81
011		13.8345 28,775.82	14.7019 30,579.92	15.5690 32,383.59	17.2893 35,961.72
012		14.0222 29,166.19	14.9041 31,000.56	15.7715 32,804.66	17.5207 36,443.13

WAGES
From July 1, 1998 to June 30, 1999

Grade	Classification	Hire Rate	6 Months	1 Year	2 Yr. Max
03	Laborer	11.8903 24,731.91	12.5059 26,012.28	13.2318 27,522.11	14.6989 30,573.66
04	Maintenance Wkr. I Custodian	11.9130 24,779.12	12.6541 26,320.63	13.3947 27,861.05	14.8915 30,974.22
05	Sign Man Helper Lt. Equip. Operator	12.3726 25,734.97	13.1428 27,337.01	13.9283 28,970.96	15.4693 32,176.14
06	Med. Equip. Operator Maintenance Wkr. II Maintenance Wkr. II Parks & Rec. Job Leader/Custodial	12.7281 26,474.47	13.5135 28,107.98	14.3136 29,772.31	15.8992 33,070.36
07	Heavy Equip. Operator Water Service Worker Electricians Asst. Maintenance Wkr II/ Water	12.9801 26,998.51	13.7949 28,693.43	14.6100 30,388.78	16.2249 33,747.81
08	Maintenance Wkr/ Forestry Asst. WW Plant Oper Instrument Mech. /WW Filter Operator	13.3060 27,676.39	14.1357 29,402.34	14.9656 31,128.51	16.6400 34,611.22
		13.4540 27,984.30	14.3136 29,772.31	15.1433 31,498.04	16.8325 35,011.57
09	Job Leader/D.P.S. Water Plant Operator WW Plant Operator Job Leader/Water Dept. Job Leader/WW Collection Certified Mech. D.P.S. Mechanic/WW Job Leader/Recreation	13.8096 28,724.02	14.6691 30,511.81	15.5435 32,330.42	17.2772 35,936.60
010	Mechanic/Water Dept. Maint. Leader/WW Cert. Welder/Mechanic Job Leader/WW 2/9/93	14.0022 29,124.59	14.9063 31,005.04	15.7657 32,792.61	17.4993 36,398.58
011		14.1804 29,495.21	15.0694 31,344.41	15.9583 33,193.18	17.7215 36,860.77
012		14.3728 29,895.34	15.2767 31,775.57	16.1658 33,624.77	17.9588 37,354.21

WAGES
From July 1, 1999 to June 30, 2000

Grade	Classification	<u>Hire Rate</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Yr. Max</u>
03	Laborer	12.2471 25,473.87	12.8811 26,792.65	13.6287 28,347.77	15.1398 31,490.87
04	Maintenance Wkr. I Custodian	12.2704 25,522.49	13.0338 27,110.25	13.7966 28,696.88	15.3382 31,903.45
05	Sign Man Helper Lt. Equip. Operator	12.7438 26,507.02	13.5371 28,157.12	14.3462 29,840.09	15.9334 33,141.42
06	Med. Equip. Operator Maintenance Wkr. II Maintenance Wkr. II Parks & Rec. Job Leader/Custodial	13.1100 27,268.71	13.9189 28,951.22	14.7430 30,665.48	16.3762 34,062.47
07	Heavy Equip. Operator Water Service Worker Electricians Asst. Maintenance Wkr II/ Water	13.3695 27,808.46	14.2088 29,554.23	15.0483 31,300.45	16.7117 34,760.24
08	Maintenance Wkr/ Forestry Asst. WW Plant Oper Instrument Mech. /WW Filter Operator	13.7051 28,506.68	14.5598 30,284.41	15.4146 32,062.36	17.1392 35,649.56
		13.8576 28,823.83	14.7430 30,665.48	15.5976 32,442.98	17.3375 36,061.91
09	Job Leader/D.P.S. Water Plant Operator WW Plant Operator Job Leader/Water Dept. Job Leader/WW Collection Certified Mech. D.P.S. Mechanic/WW Job Leader/Recreation	14.2239 29,585.74	15.1092 31,427.17	16.0098 33,300.33	17.7955 37,014.70
010	Mechanic/Water Dept. Maint. Leader/WW Cert. Welder/Mechanic Job Leader/WW 2/9/93	14.4223 29,998.32	15.3535 31,935.19	16.2386 33,776.39	18.0243 37,490.53
011		14.6058 30,380.07	15.5215 32,284.75	16.4370 34,188.97	18.2532 37,966.59
012		14.8039 30,792.20	15.7350 32,728.84	16.6507 34,633.52	18.4975 38,474.83

ADDENDUM - 1

LETTER OF UNDERSTANDING

Re: Clothing

The sub-committee formed through the negotiation process, City of Monroe and Teamsters Local 314, has reviewed the type of clothing that is allowed to be purchased under the terms of the contract and recommends that the following items be included on the approved list.

Hoods	Attachable to Carhart Coat
Gloves	Work Type
Footwear	Safety Type w/approved toe

The committee did not specifically address where the safety shoes could be purchased, but they are listed in the Penneys and Sears Catalog.

Uniforms:

Uniform Shirt - Long Sleeve (Color - Green)* **
Uniform Shirt - Short Sleeve (Color - Green)* **
Uniform Pants (Color - Green)* **
Coveralls (Color - Gray/Green)* **
Coveralls - Carhardt (Color - Duck Brown)*
Jacket - Carhardt (Color - Duck Brown)*
Jacket - Summer * **
Jacket - Winter * **
Overall Bib - Carhardt*
Appropriate Safety Footwear * **

*Pennys (Bid)

**Sears (Catalog)

NOTE: Colors are subject to change due to the availability of the items listed.

January 13, 1988

ADDENDUM - 2

B. Employees shall be entitled to vacation as follows:

<u>Years of Service</u>	<u>Vacation Hours</u>	<u>Maximum (2 yr.) Carry-Over</u>
less than 6 yr. completed	80.0	160.0
6	88.0	176.0
7	96.0	192.0
8	104.0	208.0
9	112.0	224.0
10	120.0	240.0
11	128.0	256.0
12	136.0	272.0
13	144.0	288.0
14	152.0	304.0
15	160.0	320.0
16	164.0	328.0
17	168.0	336.0
18	172.0	344.0
19	176.0	352.0
20	180.0	360.0
21	184.0	368.0
22	188.0	376.0
23	192.0	384.0
24	196.0	392.0
25 Maximum	200.0	400.0

ADDENDUM - 3

TOOL ALLOWANCE

TOOL CHEST

- One (1) six-drawer upper chest
- One (1) five-drawer roll away

1/4" SQUARE DRIVE SET

6 Point Std. Sockets, Sizes 5/32 thru 1/2"	(10 piece set)
6 Point Std. Deep Sockets, Sizes 3/16 thru 1/2"	(9 piece set)
6 Point Metric Sockets, sizes 4mm thru 13 mm	(10 piece set)
Screwdriver Bits, 2 slotted, 2 phillips	(4 piece set)
Screwdriver Hex Bits, sizes 3/16 thru 3/8"	(5 piece set)
1/4" Ratchet	(1 piece)
3" Extension	(1 piece)
6" Extension	(1 piece)
6" Flex T-Handle	(1 piece)
1/4" Screwdriver Handle	(1 piece)
Universal Joint	(1 piece)
6" Spinner Handle	(1 piece)
4 1/2" Slide Bar	(1 piece)

3/8" SQUARE DRIVE SET

6 Point Std. Sockets, sizes 3/8 thru 3/4	(7 piece set)
6 Point Std. Deep Sockets, sizes 3/8 thru 3/4	(7 piece set)
12 Point Flex Sockets, sizes 3/8 thru 3/4	(7 piece set)
6 Point Metric Deep Sockets, sizes 9mm thru 19 mm	(11 piece set)
8 Point Standard Sockets, sizes 1/4 thru 1/2	(5 piece set)
12 Point Std. Sockets, sizes 3/8 thru 3/4	(8 piece set)
12 Point Metric Sockets, sizes 9mm thru 19 mm	(11 piece set)
Screwdriver Bits, 3 slotted, 3 Phillips	(6 piece set)
Allen Hex Bits, sizes 5/32 thru 3/8	(6 piece set)
6 Point Spark Pluc Socket, sizes 5/8 and 13/16	(2 piece)
3/8" Ratchet	(1 piece)
3/8" Extension, sizes 3", 6", 10"	(3 piece set)
10" Flex T-Handle	(1 piece)
Universal Joint	(1 piece)
16" Speed Wrench	(1 piece)
7" Slide Bar	(1 piece)

ADDENDUM - 3 (cont.)

3/8" SQUARE DRIVE SET (cont.)

3/8" - 1/4 Adapter	(1 piece)
3/8" - 1/2 Adapter	(1 piece)
T 40 Toox Driver	(1 piece)
T 45 Toox Driver	(1 piece)
T 50 Toox Driver	(1 piece)

1/2" SQUARE DRIVE SET

12 Point Std. Sockets, sizes 7/16 thru 1"	(12 piece set)
6 Point Std. Deep Sockets, Sizes 1/2 thru 1 1/8	(11 piece set)
6 Point Metric Sockets, sizes 9mm thru 19 mm, 21 mm 24mm, 26mm	(15 piece set)
13/16" 6 Point Spark Plug Socket	(1 piece)
1/2" Ratchet	(1 piece)
1/2" Extension, 3", 6", 10"	(3 piece set)
15" Flex T-Handle	(1 piece)
Universal Joint	(1 piece)
18" Speed Wrench	(1 piece)
12" Slide Bar	(1 piece)
1/2" Stud Extractor	(1 piece)
1/2 - 3/8 Adapter	(1 piece)

3/4" SQUARE DRIVE SET

12 Point Std. Sockets, sizes 7/8 thru 1 1/2"	(21 piece set)
Ratchet	(1 piece)
Extension Bars, 5", 8", 16"	(3 piece set)
18" Flex T-Handle (or slide bar)	(1 piece)

WRENCHES

Std. Combination Wrenches, sizes 1/4 thru 1 1/4"	(17 piece set)
Metric Combination Wrenches, sizes 7mm thru 20mm	(17 piece set)
Std. Open-End Wrenches, sizes 1/2 x 5/16 thru 1-1/16x1-1/18	(8 piece set)
Short Box End Wrenches, sizes 3/8x7/16 thru 5/8x3/4	(3 piece set)
Std. Flare Nut Wrenches, sizes 3/8x7/16 thru 5/8x11/16	(3 piece set)
Std. Thin Head Wrenches, 3/8x7/16 thru 3/4x7/8	(5 piece set)
Std. Combination Ignition Wrenches	(10 piece set)
Metric Combination Ignition Wrenches	(8 piece set)

WRENCHES (cont.)

Std. Open End Ignition Wrenches	(8 piece set)
Std. Box End Wrench Set	(5 piece set)
12" Crescent Wrench	(5 piece set)
10" Crescent Wrench	(5 piece set)

PLIERS

Chanel Lock Pliers, sizes 9 1/2", 12 1/2"	(2 piece set)
8" Needle Nose Pliers	(1 piece)
8" Regular Pliers	(1 piece)
8" Side Cut, Diagonals	(1 piece)
Vise Grip Pliers	(1 piece)

SCREWDRIVERS

Regular Slotted; Stubby, 3/16X4 thru 5/16X8	(2 piece set)
Phillips; Stubby, #1, #2	(2 piece set)
Offset Screwdriver, Regular	(1 piece)
Offset Screwdriver, Phillips	(1 piece)
Regular Straight Screwdriver	(5 piece)
Phillips Screwdriver	(5 piece)
Large Straight Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)
Tarx Screwdriver	(1 piece)

MISCELLANEOUS TOOLS

Pipe Wrench	(1 piece)
Brass Punch	(1 piece)
Wire Brush	(1 piece)
12" Pry Bar	(2 piece set)
Ball Pein Hammers, 8 oz., 16 oz.	(2 piece set)
Std. Allen Wrench Set	(15 piece set)
Metric Allen Wrench Set	(12 piece set)
Set of Punches & Chisels	(5 piece set)
Hacksaw	(1 piece)
Rolling Wedge Bar, 18"	(1 piece)
18" Pry Bar	(1 piece)
Crow Bar	(1 piece)

ADDENDUM - 3 (cont.)

BRAKE TOOLS

Brake Adjuster Spoon
Brake Shoe Hold Down Spring Tool
Brake Spring Pliers
6" C-Clamp

ELECTRICAL SERVICE TOOLS

Wire Stripper Pliers
Electrical Terminal Crimper Tool
6 12-Volt Test Light
Insulator Pliers
Flat Feeler Gauge Set
Spark Plug Gap Gauge

SERVICE TOOLS

Oil Filter Wrench, 3"
Oil Filter Wrench, 3 1/2"
Oil Filter Wrench, 4 1/4"
Battery Terminal Cleaner
Battery Terminal Puller
Battery Terminal Spreader
Inspection Mirror
Blow Gun
Tire Gauge
Tubing Cutter
O'Ring Pick
Seal Puller Tool
Snap Ring Pliers
Magnet
12' Tape Measurer

FILES

10" File Flat
12" File Flat
12" File, Half Round
10" File, Round
File Card Brush

Ruler
Knife
Screw Starter
Easy Out Set
Tin Snips
Set Jumper Wires
Funnel
Gasket Scraper
2" Putty Knife
Standard Thread File
Lg. Pickle Fork
Sm. Pickle Fork
16" Channel Locks
Tie Rod End
Removal Tools

August 11, 1992

ADDENDUM - 4

MEMORANDUM

TO: City of Monroe & Teamster Local 214 Negotiators

FROM: CDL Review Sub-Committee
William Kuehnlein and Scott Davidson

RE: CDL Requirement By Job Classification

DATE: July 24, 1997

Mr. Kuehnlein and myself met on April 11, 1997 and reviewed and evaluated CDL requirements by Teamster job classification. We discussed and developed a criteria for this evaluation. Our intent in this regard was: 1) to develop a criteria that would be fair, that is, if the job could be performed without a CDL being necessary then no CDL would be required. 2) A criteria that would be clear and subject to as little interpretations possible. 3) A criteria that could be applied now and in the future. 4) and finally the criteria must provide enough required CDL holders to permit City operations to be conducted with no diminution in services provided to residents.

The criteria developed is quite simple and addresses the intentions set forth. The criteria is as follows:

1) If a Department has in its full time possession equipment/vehicles which required a CDL for operation, then certain if not all personnel in that Department or division would be required to have and maintain a CDL.

2) Personnel in job classifications within those Departments, (with equipment/vehicles requiring a CDL), who could reasonably be expected in the course of typical job duties to operate equipment/vehicles requiring a CDL, must have and maintain a CDL.

A determination was made, based on this criteria, of each job classification as to whether a CDL was required and if so what CDL designation was necessary. Where we have indicated "A preferred", the A CDL designation may be required when the position is vacated and posted in the course of future job bidding.

*Bidders will be permitted to obtain A designation during probationary period.

CDL REQUIREMENT BY JOB CLASSIFICATION

<u>CLASSIFICATION</u>	<u>CDL REQUIRED?</u>	<u>CDL DESIGNATION</u>
Maintenance Worker I (DPS)	No	
Custodian (DPS)	No	
Sign Man Helper (DPS)	No	
Light Equipment Operator (DPS)	Yes	B Minimum
Medium Equipment Operator (DPS)	Yes	B Minimum
Maintenance Worker II (Water, WWTP, DPS)	Yes	B Minimum
Maintenance Worker II (P&R)	No	
Heavy Equipment Operator (Water, WWTP, & DPS)	Yes	B, (A preferred)
Water Service Worker (Water)	No	
Electrician's Asst. (DPS)	No	
Maintenance Worker Forestry (DPS)	Yes	B, (A preferred)
Asst. W.W. Plant Op. (WWTP)	No	
Instrument Mech. (WWTP)	No	
Filter Operator (WWTP)	No	
Job Leader Construction (DPS)	Yes	B, (A preferred)
Job Leader Signs (DPS)	No	
Water Plant Operator (Water)	No	
W.W. Plant Operator (WWTP)	No	
Job Leader Construction (Water)	Yes	B, (A preferred)
Job Leader W.W. Collection (WWTP)	Yes	B, (A preferred)
Certified Mechanic (DPS)	Yes	B, (A preferred)
Mechanic (WWTP)	No	
Job Leader Recreation (P&R)	No	
Mechanic (Water Dept.)	No	
Maint. Leader (WWTP)	No	
Certified Mechanic/Welder (DPS)	Yes	B, (A preferred)
Job Leader W.W.	No	

TEAMSTERS LOCAL #214

LETTER ON SUB-CONTRACTING

This letter will serve to underscore certain understandings reached by the City of Monroe and Teamsters Local #214 regarding the issue of "Sub-Contracting". While the City recognizes the Unions overall position against a decline in membership the City too is faced with increased costs and a fixed tax base under State law.

The Union agrees to the use of "seasonal" employment covering the Spring and summer seasons so long as it receives written notice from the D.P.S. Superintendent and approves each written notice - Local #214 prior to the start of such operation.

When the City of Monroe announces for competitive bid in local publications for work the Teamsters may bid if they meet the bid specifications and do not absent themselves from City employment to perform such work. Such a bid shall appear to be from Teamsters Local #214 Detroit.

When the City seeks to provide a similar service to the employees represented by Local #214, the City shall acquire such bids and then share the information with the Local leadership to make sure cost comparisons are correct. Individual employees are precluded from ignoring this Agreement.

This letter is also meant to further detail Article I, Section 4, Sub-Contracting.

July 15, 1992

August 29, 1983

LETTER OF UNDERSTANDING

TO: Teamster - Local 214 Employees

ATTENTION: James Markley

This letter will confirm certain understandings reached by the parties at the conclusion of the recent negotiations between the City of Monroe and Teamsters - Local 214. This agreement is applicable only to the classifications and pay grades of the Water Construction Crew. Its use and applications in similar classifications and elsewhere by members of this unit is prohibited.

The main effort of this agreement is to establish a recognized formula that will allow an employee to progress in training and time to a level of pay commensurate with the work being performed.

The parties recognize that an individual may acquire status in one of two ways: either through the (a) bid process, or (b) direct hiring into the Maintenance Worker I classification.

- A. If a member of this unit were to be successful in bidding into this crew, the following would apply:
 - 1. He would enter at the rate of pay established for the One Year Level in Maintenance Worker I.
 - 2. After four (4) months he will be raised to the Two Year Level in that pay grade.
 - 3. After four (4) months he will be raised to the Two Year Level in pay grade 5.
 - 4. After four (4) months he will be raised to the Two Year Level in pay grade 7****.

B. New Hires

In order for a newly hired employee to achieve movement to the principal classification, the following will take place:

- 1. The new hire will begin at the hire rate in Grade 4 for Maintenance Worker I.

2. After the completion of the six (6) month probationary period he will be raised to the 6 Month Level in Grade 4.
3. One Year from the date of hire he will be raised to the One Year Level in Grade 5.
4. Two Years from the date of hire he will be raised to the Two Year Level (maximum level) in Grade 7****, and the classification of Maintenance Worker II.

This letter will remain in effect until the expiration of the present agreement, June 30, 1985.

Respectfully submitted,

Joseph S. Lybik
Director of Personnel & Labor Relations

James Markley
Teamsters - Local 214 Business Representative

- * The parties have agreed to continue the above letter until June 30, 1989.
- ** The parties have agreed to continue the above letter until June 30, 1991.
- *** The parties have agreed to continue the above letter until June 30, 1993.
- **** This letter was changed in May, 1997 due to a decision of the Reclassification Committee.

January 13, 1988

LETTER OF AGREEMENT

TO: Teamster's Local #214

ATTENTION: James Markley

This letter will serve to verify certain understandings reached by the City of Monroe and Teamster's Local #214 during the most recent contract negotiations.

The parties have agreed to amend the overtime provisions (Article IV, Section 12, Sub-Section 1) of the contract as it pertains to equipment such as Sweepers (Street) and Vector operations. Since these classifications are bid (promotional) the employees operating the equipment shall be given the first option to work non-scheduled overtime. If these employees refuse such overtime then the Department will revert to standard call-out procedures as specified in the Contract.

This letter is effective January 13, 1988 and shall remain in effect until June 30, 1989 . The parties reserve the right to continue its application after June 30, 1989.

Respectfully submitted,

Joseph S. Lybik
Director of Personnel & Labor Relations

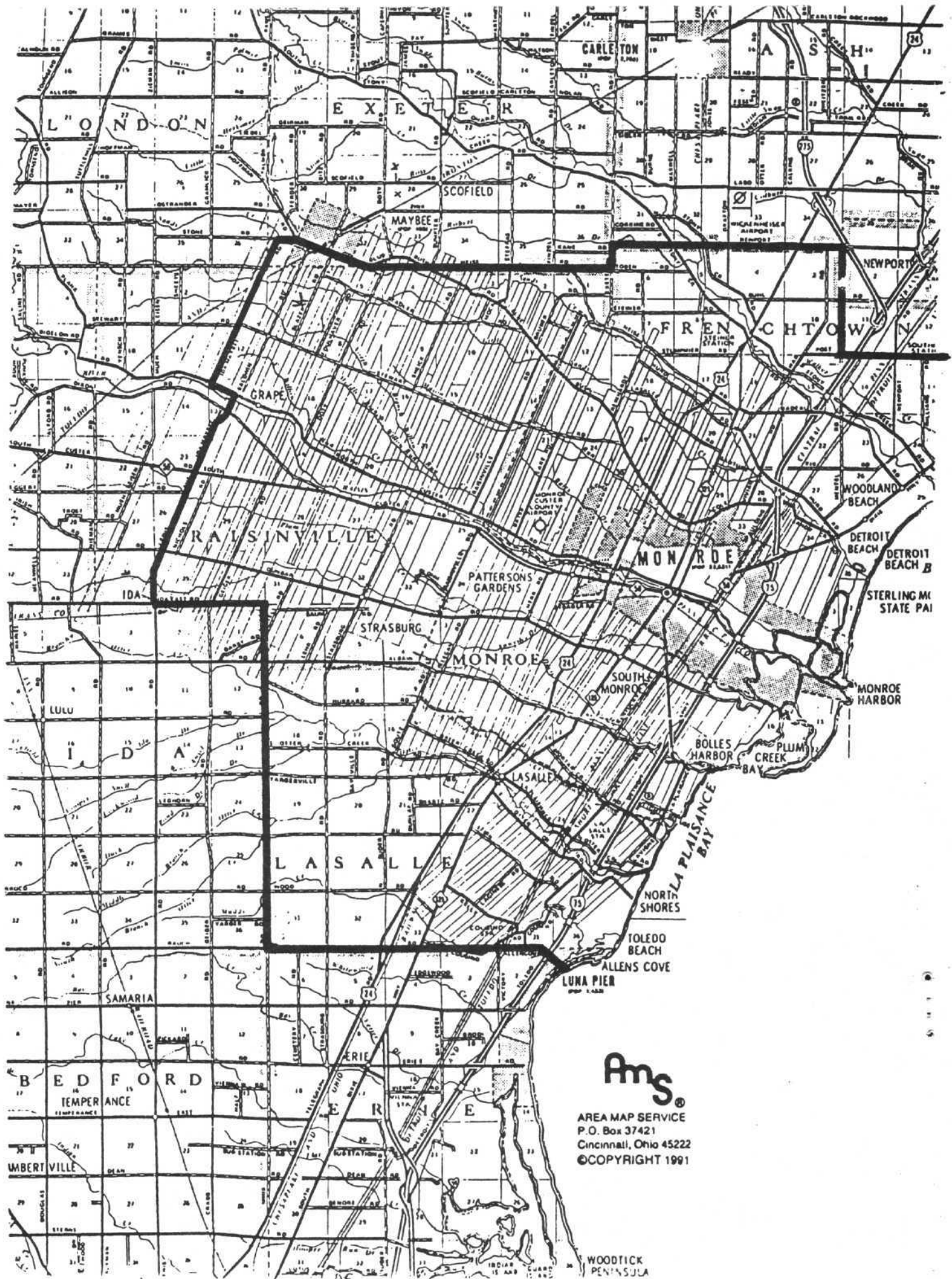
James Markley
Teamsters - Local #214 Business Representative

TEAMSTER'S LOCAL #214

June 17, 1993

For purposes of this Contract the Parties recognize the following three (3) types of seniority and their uses.

1. City seniority which shall be the date of hire as a full-time employee of the City and shall determine those things which are due to all City employees as a function of seniority regardless of transfers between bargaining units and departments.
 - A. Longevity
 - B. Sick Day Accrual
 - C. Vacation Day Accrual
 - D. Sick Pay Bonus
2. Bargaining unit seniority which shall be defined as date of last hire or transfer into the transfer into the bargaining unit and shall be used for:
 - A. Placement on layoffs and recall lists
 - B. Promotions outside of the Department
3. Departmental seniority shall be defined as the date last hired or transferred into the department and shall be used for:
 - A. Job assignments
 - B. Promotions with the department
 - C. Vacation Selection



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