

3768

6/30/2000

November 1, 1996 - Midnight June 30, 2000

A G R E E M E N T

Between

CITY OF RIVERVIEW

14100 Civic Park Dr.

Riverview, Michigan 48192-7689

And

INTERNATIONAL UNION OF

OPERATING ENGINEERS,

LOCAL NO. 324, 324-A, 324-B, 324-C,

and 324-D, AFL-CIO

37450 Schoolcraft Rd., Suite 110

Livonia, Michigan 48150

Code A-51

Riverview, City of

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A G R E E M E N T

This Agreement, made and entered into as of November 1, 1996, by and between the City of Riverview, Michigan, hereinafter referred to as the "Employer" and the International Union of Operating Engineers' Local No. 324, 324-A, 324-B, 324-C and 324-D, AFL-CIO, hereinafter referred to as the "Union".

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give notice to the Union and employees of any purchase, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at least thirty (30) days prior to the effective date of the sale.

The Employer and Union agree to abide by all terms of this Agreement and shall apply to any city work at any city location only as directed by the Employer. This Agreement shall not apply to the operation and maintenance of the ski hill, its facilities, and employees.

SECTION 1. RECOGNITION

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees within the Land Preserve Department classified as "Lead Operator", "Heavy Equipment Operator" and Landfill Servicemen excluding

administrators, supervisors, clerical, part-time seasonal employees, and all other employees.

SECTION 2. UNION SHOP

(a) All employees covered by this Agreement and hired after the effective date of this Agreement, or the signing date thereof, whichever is later, shall after the thirty-first (31st) day following the beginning of such employment, become members of the Union or, in the alternative, pay to the Union a service fee in an amount equal to any regular monthly Union membership dues and other assessments required of Union Members employed under the Agreement.

(b) In all cases where individual employees indicate their desire in writing to the Employer, the Employer will collect by check off their membership fees and dues and remit same to the Union within fifteen (15) days of said payroll deductions.

(c) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction so made.

(d) If determined by the City, the City and the Union agree that temporary employees can be hired under this Agreement, through the Union Local regardless of the City's hiring practices and residency requirement.

(e) Testing for entry level positions will be determined by the City Manager's Office. The City Manager's Office will also administer tests and establish an eligibility list.

SECTION 3. SENIORITY

(a) Seniority shall be based on the latest date of hire with the City of Riverview Land Preserve, after the probationary period is served. Seniority shall terminate if:

- (1) An employee quits;
- (2) An employee is dismissed;

(b) In the event of a reduction in the work force, layoff shall be carried out in order of seniority in each classification with the lowest seniority person being laid off first. When rehiring following a reduction of the work force, the reverse system will be used. No new hiring shall be done until all bargaining unit members on layoff have been recalled within that classification. This clause will stay in effect for one (1) calendar year from the date of layoff. After one (1) calendar year, the City does not have to hire laid off bargaining unit members.

Classifications: 1. Lead Operator/Operator

Landfill Serviceman

SECTION 4. UNION REPRESENTATIVE

(a) Upon notification to the Operating Foreman, or in his absence the City Manager's Office, the Union Representative shall have access to the Employer's landfill site for the purpose of investigating and adjusting any complaints therein during regular working hours, but such visits shall not interfere with production or maintenance of discipline in the landfill site.

SECTION 5. STEWARD

(a) The Employer recognizes the right of the Union to designate a Job Steward and Alternates, to handle such union business as may from time to time be delegated to them by the Union.

(b) The Steward shall be allowed a reasonable amount of time, as necessary, to perform his duties as Steward, to be paid by the Employer, provided that the time allowed the Union Steward to perform his duties shall apply only at the Employer's place of business. This provision shall not include time for preparation of contract negotiations.

(c) The Employer agrees to permit the Union Steward to post and maintain union notices within the Landfill Building.

(d) The Steward shall be notified in advance of any changes in the Employer's operation affecting the bargaining unit.

(e) A labor/management committee comprised of three persons from the Employer and three persons from the Union will meet at least quarterly to discuss capital projects at the land preserve and other significant developments in the Employer's operation at the land preserve affecting the bargaining unit.

SECTION 6. HOURS AND OVERTIME

(a) The regular workweek shall be five (5) eight (8) hour days, Monday through Friday. The starting times will be adjusted according to the Land Preserve Director, especially on days it is raining.

(b) The regular working day shall consist of eight (8) consecutive hours excluding one-half (1/2) hour lunch period. Time and one-half (1-1/2) shall be paid for all work over eight (8) hours per day and over forty (40) hours per week including Saturday. Double time (2x) shall be paid for all work performed on Sunday. Double time (2x) shall be paid for all work performed on the following named holidays, plus the Holiday Pay listed in Section 7, constituting triple time (3x).

New Year's Day

Labor Day

Decoration Day

Thanksgiving Day

Fourth of July

Christmas Day

(c) Except in the event of an emergency, equipment owned by the City of Riverview shall not be operated by subcontractors on the City of Riverview Land Preserve. Said equipment shall be operated by members of the bargaining unit.

Forty-eight (48) hours' notice will be provided for all weekend work, except in the event of an emergency. If weekend work is canceled at any time due to weather conditions, employees will not be paid show-up time. If requested by the employer, an employee must work the entire two (2) hours when called in to work.

(d) The overtime schedule will be based on actual overtime worked. Employees will not be charged for refused overtime.

(f) Employees attending Haz Mat Certification or other required training on weekends will be provided with compensatory time off in accordance with the Fair Labor Standards Act.

SECTION 7. HOLIDAY PAY

(a) Eight (8) hours at the straight-time rate of pay shall be paid for the following six (6) holidays when no work is performed:

New Year's Day

Labor Day

Decoration Day

Thanksgiving Day

Fourth of July

Christmas Day

(b) To be eligible for Holiday Pay, employee must have worked the last scheduled working day prior to and the next scheduled working day after said Holiday, unless excused by the Employer.

(c) Any employee who is off from work because of a work related injury shall be paid for any of the six (6) holidays named, if that holiday comes within one hundred and twenty (120) days of the date of injury.

(d) An employee who is off work due to a non-work related injury or illness will receive holiday pay, if the holiday falls within the one hundred twenty (120) days from the injury or illness, and the employee misses work for three (3) or more days and has a doctor's excuse.

(e) If any of the six (6) holidays named fall during the time an employee is on vacation, he shall receive pay for such holiday.

(f) The Holiday shall be observed on the actual day of the Holiday for purposes of this Section .

SECTION 8. SICKDAYS

(a) A sickday is defined as a non-duty injury or illness of the employee and shall be at no pay. The employee shall not abuse nor excessively use sickdays.

SECTION 9. FUNDED VACATION AND SUPPLEMENTAL VACATION

(a) The Employer agrees to pay into the Operating Engineers' Local 324 Vacation and Holiday Trust Fund, hereinafter referred to as "Vacation Fund", or "Fund", thirteen percent (13%) of the gross wages, prior to any withholdings for each employee covered by this Agreement. Effective July 1, 1999, the Fund amount shall increase to thirteen and one half (13.5%) percent of the gross wages, prior to any withholdings for each employee covered by this Agreement. The amount of the contributions made in behalf of each employee to the Fund shall be added to the employee's gross wages before computing the withholding of any Federal or Local income taxes and F.I.C.A. contributions. This payment shall be forwarded each month to such depository as may be designated by the Trustees of said Fund on forms furnished by the Trustees, and the Trustees shall instruct the depository to maintain an individual record for each employee for whom contributions are received, which shall show the amount of money contributed with respect to each such employee.

(b) The Fund shall be administered by a Board of Trustees in accordance with all applicable laws. The Employer, by becoming a party to this Agreement, agrees to be bound by the Trust Agreement and all terms, conditions, rules and regulations adopted by the Trustees of said Fund.

(c) The accumulated vacation pay shall be distributed annually in December to the employees in accordance with the rules and regulations adopted by the Trustees of the Fund, which shall provide among other things for the deduction by the Employer of the employee's share of Federal, State and Local taxes prior to payment to the Fund, to the end that the employee shall be entitled to an annual vacation benefit equal to thirteen percent (13%) of his total gross wages during the preceding fiscal year, with taxes prepaid. Effective July, 1999 the employee shall be entitled to an annual vacation benefit equal to 13.5% of his total gross wages during the preceding fiscal year, with taxes prepaid.

(d) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction so made.

(e) SUPPLEMENTAL VACATION - In addition to the payment provided for in paragraph (a), the City agrees to pay into the Operating Engineers' Local 324

Vacation and Holiday Fund the sum of two cents (\$.02) per hour for each hour paid each employee working under the terms of this Agreement, as Supplemental Vacation and Holiday pay. This two cent (\$.02) per hour contribution to the Vacation and Holiday Fund shall be computed on actual hours paid, without regard to whether the employee was paid on straight time or overtime.

SECTION 10. VACATION POLICY

(a) Employees covered by this Agreement are entitled to vacation time off without pay as follows:

One (1) year employment - Five (5) regular workdays off

Two (2) years employment - Ten (10) regular workdays off

Seven (7) years employment - Fifteen (15) regular workdays off

Ten (10) years employment - Twenty (20) regular workdays off

(b) Vacation will not be carried over from year to year unless approved by the Department Head.

(c) Vacation scheduling shall be at the discretion of the Employer based on seniority. Such discretionary decisions shall not be considered as setting a precedent.

(d) A vacation schedule will be posted in March of each year and will remain posted for the entire month. Employees may sign the vacation schedule indicating their vacation preference and employees signing the schedule will be awarded vacations on the basis of seniority. After the vacation schedule is removed, vacations will be awarded to employees on a first come/first serve basis. Two employees will be permitted off of work at one time for a mini vacation but only two (and not three) when weekend overtime is planned. Employees recognize that in the absence of additional employees, granting two mini vacations may not always be possible. Mini vacation scheduling shall be at the discretion of the Employer, based upon a first come first serve basis.

SECTION 11. JURY DUTY

An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his hourly rate. The City will pay full pay for anyone going to Court for any City business.

SECTION 12. INSURANCE - HEALTH CARE PLAN

(a) The Employer will provide insurance for full-time employees, their spouses and children eighteen (18) years of age and under for the following programs incorporated in this section:

1. Blue Cross/Blue Shield Preferred Provider Option (PPO), MVF-1, Master Medical Option 2 with following riders: prescription drug program with \$3.00 co-pay (PDP300), generic drug equivalent (MAC), SAT-II, D45NM.
2. Cooperative Optical Services B Standard Plan.
3. Delta Dental - Class I and Class II benefits - 100%; Prosthodontics - 50%; Orthodontics - 50% to maximum coverage of \$750.00. Maximum carrier coverage of \$1,000.00 per year.
4. Short-term Non-Duty Disability - Subject to the terms of the coverage document, a weekly indemnity benefit equal to the lesser of \$250.00 or 66 2/3% of weekly earnings, beginning on the first day of a disability caused by a non-occupational accidental injury and, with the following exception, on the fourth day of a disability caused by a sickness. In the case of a medical emergency which requires surgery or hospitalization, such benefit will begin on the first day of the disability. The benefits are payable for a maximum period of 26 weeks.
5. Group Term Life Insurance in the amount of \$15,000.00.

(b) The city will continue to cover employees with health care for a period of one (1) year in the case of illness or injury.

(c) The employee shall abide by the City's Duplicate Health Care Coverage Policy.

(d) It is hereby agreed that the city retains the right to select alternate insurance plans and carriers for the insurance coverage listed above in this Section, provided that the coverage is substantially the same as or better than the current plan.

(e) Retiree Health Care. (The parties agree to submit the issue of Retiree Health Care to arbitration).

(f) For purposes of this Section, "retirement" shall mean separation from the City with a one hundred percent (100%) vested pension benefit (ten (10) or more years of credited service) and entitled to an immediate pension. The parties agree that employee, Rawson Beals, will be exempt from the terms of this paragraph and will be eligible for retiree health care coverage should he retire with less than ten (10) years of credited service. The latter sentence shall remain in force for the duration of Mr. Beals' employment with the City.

(g) The City, at its sole discretion, may send an employee for a physical examination at the City's expense.

(h) The coverage agreed to in Section 12(e) shall continue as Blue Cross/Blue Shield medicare complimentary coverage when the retiree and spouse become eligible for Medicare. The provisions of Section 12(e) will not apply when the employee becomes eligible for medicare. A retiree shall abide by the City's duplicate health care coverage policy. The retiree would be responsible for the medicare part B premiums and any other future costs associated with the Federal Medicare Program, effective November 21, 1997.

SECTION 13. PENSION

(a) All employees under this Agreement shall be members of the City's Retirement System (Ordinance #252) as amended from time to time by the City Council.

(b) For bargaining unit members, the pension ordinance will be amended to reflect vesting provisions according to the following schedule:

5 years of service	50% vested
6 years of service	60% vested
7 years of service	70% vested
8 years of service	80% vested
9 years of service	90% vested
10 years of service	100% vested

(c) A bargaining unit member shall serve as a Trustee on the Pension Board by virtue of this Agreement.

(d) There shall be no Social Security offset provisions in the City's Pension Plan for bargaining unit members.

(e) Effective November 1, 1989 employees pensions shall be based and computed on base wage plus vacation and holiday pay. Overtime pay shall not be included in the computation.

(f) Effective November 1, 1992 employees pensions shall be based and computed on total gross wages (W-2 earnings) including all overtime.

(g) Employees receiving duty disability retirement payments, must receive the total City Pension benefits when eligible for normal retirement.

SECTION 14 UNIFORMS

(a) Effective November 21, 1997, the City will pay each employee in the bargaining unit \$500.00 per year for clothing allowance.

SECTION 15. BEREAVEMENT

(a) In the event of death in the employee's immediate family the Employer agrees to pay three (3) working days for absence due to death of father, mother, spouse, brother, sister, mother-in-law, father-in-law, or child.

SECTION 16. STRIKE AND LOCKOUT

(a) The Union and the employee shall not sanction, encourage, nor participate in any strike, slowdown, honor any picket lines, or in any manner condone any deviation from the normal working conditions or standards of the Landfill. Such cause of action shall be grounds for disciplinary action including dismissal. The Employer agrees it will not institute a lockout.

(b) The Union agrees there shall be no strike, and the Employer agrees there shall be no lockout pertaining to any grievance which, by the terms of this Agreement, is to be submitted to arbitration. The Union will not be liable for damages in breach of agreement in the event of strikes or work stoppages which the Union has not authorized and as to which the Union has used its best efforts to prevent and terminate.

SECTION 17. VIOLATION OF WAGES AND/OR FRINGE BENEFIT PAYMENTS

(a) In the event the Employer is delinquent in the payment of proper wages, benefits or contributions, the Union may proceed immediately to arbitration for recourse, notwithstanding any other provisions of this Agreement.

SECTION 18. EMPLOYEE GRIEVANCE

(a) A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

(b) Grievances not submitted within thirty (30) days from date of the occurrence shall be considered waived. The Employer will issue discipline to an employee within thirty (30) days after the events resulting in discipline or after learning of the events, or will notify the Union of the need to continue the investigation.

(c) All grievances that arise shall be settled only in the following manner:

Step 1. If an employee has a grievance, he shall first notify the Steward, then the Steward and the Supervisor shall discuss the matter.

Step 2. If the employee is not satisfied with the results of Step 1, he shall reduce his grievance to writing and submit it to the Steward and the Department Head within fifteen (15) working days from Step 1. The Department Head or his designee shall respond within fifteen (15) days from submittal.

Step 3. If the grievance is not settled at Step 2, the grievance shall be submitted in writing to the City Manager within five (5) working days

from the response in Step 2. The City Manager shall respond within thirty (30) working days. The Manager and the Union and its Representatives may meet during this Step, at a mutually convenient time to discuss the grievance.

Step 4. If the grievance is not settled in Step 3, then such grievance may be submitted to arbitration, by either the Union or the Employer.

(c) A resolution of a grievance reached between the Employer and the Union is binding upon all employees affected and cannot be challenged by an individual employee.

(d) Any discipline taken against an employee may not be the basis for further disciplinary action against that same employee more than eighteen (18) months after its issuance, and shall be removed from the employee's personnel file.

SECTION 19. ARBITRATION

(a) An impartial arbitrator shall be selected by the City and the Union by mutual agreement; and in the event the City and the Union cannot agree, the party requesting arbitration may contact the Federal Mediation and Conciliation Service or National Center for Disputes (NCDS) for an arbitrator in accordance with the applicable rules and regulations of the Association. The expenses of the arbitration,

excepting the parties own expenses including witnesses, shall be borne equally by the City and the Union. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but shall not have the power to alter or modify the terms of this Agreement. Any compensation so awarded shall be less any earnings or other compensation earned elsewhere. The decision of the arbitrator shall be final, binding upon all parties.

(b) The party claiming to be aggrieved shall give notice of intent in writing to arbitrate within fifteen (15) days from the third (3rd) step. If no reply in writing has been received from the City or the Union within the time limit provided in Steps 1, 2, 3, or 4, it shall be deemed as a favorable reply to the other party.

(c) EXPEDITED ARBITRATION - Whenever the Union and the Employer have been unable to agree on a resolution to a grievance which has arisen under this Collective Bargaining Agreement, the Employer and the Union may mutually agree to move the grievance to arbitration under this Expedited Arbitration provision, in lieu of the arbitration provisions above. The Agreement for Expedited Arbitration shall be made in writing.

(c-1) When an Expedited Arbitration has been agreed to by the Employer and the Union, the case shall be referred to a mutually agreed on Arbitrator.

(c-2) Under this Collective Bargaining Agreement, an Expedited Arbitration must be held within two (2) weeks after the Arbitrator has been selected. The Arbitration Hearing shall be held at the place most convenient for the parties, the grievant, and the witnesses, such as on or near the job site. The Arbitrator must render his Award within seven (7) days after the conclusion of the Hearing. The Award shall be one (1) paragraph in length which may be accompanied by a brief explanation of such Award and a copy of the Award shall be delivered by the Arbitrator to the Employer and to the Union. No briefs or written argument shall be filed with the Arbitrator, but the Arbitrator shall consider all evidence submitted, including documentary evidence. The Arbitrator shall not have the power to add to, subtract from or alter the Collective Bargaining Agreement.

(c-3) To the extent applicable, the rules governing an Expedited Arbitration under this Collective Bargaining Agreement shall be the rules of the American Arbitration Association or National Center for Disputes (NCDS) governing Expedited Arbitrations.

(c-4) The cost of the Arbitration Hearing, if any, and the charges of the Arbitrator shall be borne equally by the Employer and the Union except that each party shall pay the charges of any Attorney or other Representative retained by it. The Arbitration Award shall be final and binding on the Employer, the Union, the grievant and the employees and shall be enforceable in any court having jurisdiction.

SECTION 20. WAIVER CLAUSE

(a) The terms and conditions of the Agreement shall remain in full force and effect for the duration of this Agreement. This Agreement shall constitute the total of negotiations and neither party is obligated to open this Agreement for negotiations on any matter included in or omitted from this contract, unless both parties mutually agree to do so.

(b) No agreement or understanding contrary to this Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein, shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and

supersedes any other agreement, understanding, past practices and arrangements heretofore existing.

SECTION 21. MANAGEMENT RIGHTS

(a) The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, except as contained in this agreement, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Riverview Code and any modifications made thereto, any resolution passed by City elected or appointed officials. Further, all rights which ordinarily vest in, and are exercised by employers such as are specifically relinquished herein are reserved to and remain in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work

processes or services, or the construction of new facilities or the improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire, assign and lay off employees, to reduce the workweek or the workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday; (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification; (i) to determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours worked; (j) to establish work schedules; (k) to discipline and discharge employees for cause; (l) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (m) to transfer, promote and demote employees from one classification, department or shift to another; (n) to select employees for positions and to determine the qualifications and competency of employees to perform available work.

(b) Furthermore, the City, as Employer, shall retain as management rights, any and all powers and rights over wages, hours and other conditions of employment not expressly abrogated in this Agreement.

SECTION 22. CLASSIFICATIONS AND WAGES

Effective November 1, 1996, all employees will receive a 2.8% percent increase. Effective July 1, 1998, all employees will receive a 2.8% percent wage increase. Effective July 1, 1999, all employees will receive a 2.8% percent wage increase.

See Appendix - A attached hereto.

SECTION 23. EDUCATION REIMBURSEMENT

(a) The Employer agrees to reimburse an employee for approved work related education expenses. Reimbursable education expenses shall be limited to tuition and fees.

(b) The Employer shall have the right to determine whether the course work is work related and approved for reimbursement.

(c) The employee must show proof of achieving a grade of "C" (70%) or better, or a passing grade in the case of a pass/fail course to receive the reimbursement.

(d) Any City education reimbursement exceeding fifty dollars (\$50.00) in any one fiscal year, shall be returned to the City if the employee resigns within two (2) years of the reimbursement.

SECTION 24. WORKING CONDITIONS

(a) The City will include air conditioning in their bid specifications, for new dozers (D-6 or larger) scrapers, compactors, or other equipment mutually agreed to in the future. In the event of an emergency, employees will work when air conditioning is not available. The Employer agrees to repair non-functioning air conditioning as expeditiously as possible.

SECTION 25. COMPLIANCE TO LAW

(a) If any clause or provision of this agreement is found to be contrary to any law, general order, Presidential Proclamation or regulation of any constituted authority then it shall be deemed to abrogate and supersede the invalid portion hereof and the remaining provisions hereof shall continue in full force and effect.

SECTION 26. RENEWAL OR CHANGE

(a) Either party to the Agreement may submit to the other in writing within ninety (90) days before the expiration date of this Agreement any changes that may

be requested by said parties. However, if neither party asks for any changes then this Agreement shall remain in full force and effect, binding from year to year.

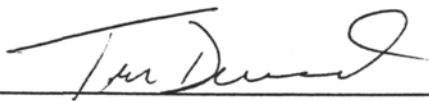
SECTION 27. LENGTH OF AGREEMENT

This Agreement shall be in full force and effect from November 1, 1996, until Midnight on June 30, 2000.

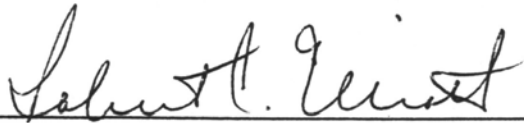
In Witness Whereof, the parties hereto have executed this Agreement, by their
duly authorized representatives on this 5th day of February, 1997.

FOR THE CITY:


City of Riverview
14100 Civic Park Dr.
Riverview, Michigan 48192
Phone: (313) 283-2660



Mayor



City Manager



Landfill Director

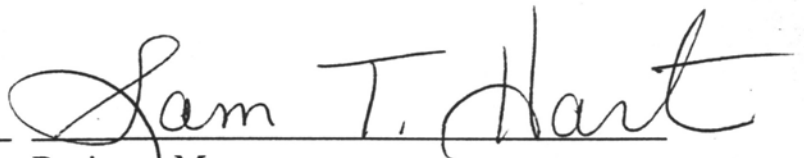


Finance Director

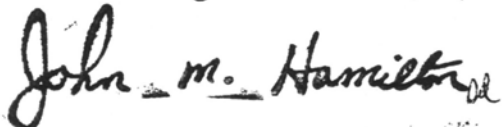
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FOR THE UNION:

International Union of Operating
Engineers, Local No. 324, 324-A,
324-B, 324-C and 324-D, AFL-CIO
37450 Schoolcraft Rd., Suite 110
Livonia, Michigan 48150
Phone: (313) 462-3660



Business Manager



President



Recording-Corresponding Secretary

APPENDIX - A
CLASSIFICATIONS AND WAGES
EFFECTIVE DATES

<u>CLASS 1 - LEAD OPERATOR</u>	<u>11/1/96</u>	<u>7/1/98</u>	<u>7/1/99</u>
*Base Wage	\$21.10	\$21.69	\$22.30
*Vacation & Holiday (13% Funded)	<u>2.74</u>	<u>2.82</u>	<u>3.01</u> 13.5%
Gross Wage	\$23.84	\$24.51	\$25.31
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$23.86	\$24.53	\$25.33

CLASS II OPERATOR - JOURNEYMAN OPERATOR
AFTER 18 MONTHS LANDFILL EXPERIENCE

*Base Wage	\$20.46	\$21.03	\$21.62
*Vacation & Holiday (13% Funded)	<u>2.66</u>	<u>2.80</u>	<u>2.92</u> 13.5%
Gross Wage	\$23.12	\$23.683	\$24.54
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$23.14	\$23.85	\$24.56

CLASS III OPERATOR - AFTER 14 MONTHS LANDFILL EXPERIENCE

*Base Wage	\$19.29	\$19.83	\$20.39
*Vacation & Holiday (13% Funded)	<u>2.51</u>	<u>2.58</u>	<u>2.75</u> 13.5%
Gross Wage	\$21.80	\$22.41	\$23.14
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$21.82	\$22.43	\$23.16

*Taxable Income

**To be allocated to the Vacation Fund

CLASS IV OPERATOR - AFTER 10 MONTHS LANDFILL EXPERIENCE

*Base Wage	\$17.30	\$17.78	\$18.28
*Vacation & Holiday (13% Funded)	<u>2.25</u>	<u>2.31</u>	<u>2.47</u>
		13.5%	
Gross Wage	\$19.55	\$20.39	\$20.75
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$19.57	\$20.41	\$20.77

CLASS V OPERATOR - AFTER 6 MONTHS LANDFILL EXPERIENCE

*Base Wage	\$16.38	\$16.84	\$17.31
*Vacation & Holiday (13% Funded)	<u>2.13</u>	<u>2.18</u>	<u>2.34</u>
		13.5%	
Gross Wage	\$18.51	\$19.02	\$19.65
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$18.53	\$19.04	\$19.67

CLASS VI OPERATOR - AFTER 3 MONTHS LANDFILL EXPERIENCE

*Base Wage	\$14.92	\$15.34	\$15.77
*Vacation & Holiday (13% Funded)	<u>1.94</u>	<u>1.99</u>	<u>2.13</u>
		13.5%	
Gross Wage	\$16.86	\$17.33	\$17.90
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$16.88	\$17.35	\$17.92

CLASS VII - TRAINEE STARTING RATE

*Base Rate	\$13.47	\$13.85	\$14.24
*Vacation & Holiday (13% Funded)	<u>1.75</u>	<u>1.80</u>	<u>1.92</u>
		13.5%	
Gross Wage	\$15.22	\$15.65	\$16.16
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$15.24	\$15.67	\$16.18

*Taxable Income

**To be allocated to the Vacation Fund

LANDFILL SERVICEMAN
AFTER 18 MONTHS

	<u>11/1/96</u>	<u>7/1/98</u>	<u>7/1/99</u>
*Base Rate	\$15.80	\$16.24	\$16.69
*Vacation & Holiday (13% Funded)	<u>2.05</u>	<u>2.11</u>	<u>2.25</u>
			13.5%
Gross Wage	\$17.85	\$18.35	\$18.94
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$17.87	\$18.37	\$18.96

AFTER 1 YEAR

*Base Rate	\$14.34	\$14.74	\$15.15
*Vacation & Holiday (13% Funded)	<u>1.86</u>	<u>1.92</u>	<u>2.05</u>
			13.5%
Gross Wage	\$16.20	\$16.66	\$17.20
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$16.22	\$16.68	\$17.22

AFTER 9 MONTHS

*Base Rate	\$12.92	\$13.28	\$13.65
*Vacation & Holiday (13% Funded)	<u>1.68</u>	<u>1.73</u>	<u>1.84</u>
			13.5%
Gross Wage	\$14.60	\$15.01	\$15.49
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$14.62	\$15.03	\$15.51

AFTER 6 MONTHS

*Base Rate	\$11.51	\$11.83	\$12.16
*Vacation & Holiday (13% Funded)	<u>1.50</u>	<u>1.54</u>	<u>1.64</u>
			13.5%
Gross Wage	\$13.01	\$13.37	\$13.80
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$13.03	\$13.39	\$13.82

*Taxable Income

**To be allocated to the Vacation Fund

AFTER 3 MONTHS

*Base Rate	\$10.28	\$10.57	\$10.87
*Vacation & Holiday (13% Funded)	<u>1.34</u>	<u>1.37</u>	<u>1.47</u>
		13.5%	
Gross Wage	\$11.62	\$11.94	\$12.34
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$11.64	\$11.96	\$12.36

MINIMUM STARTING RATE

*Base Rate	\$ 8.73	\$ 8.97	\$ 9.22
*Vacation & Holiday (13% Funded)	<u>1.13</u>	<u>1.17</u>	<u>1.24</u>
		13.5%	
Gross Wage	\$ 9.86	\$10.14	\$10.46
**Supplemental Vacation	<u>.02</u>	<u>.02</u>	<u>.02</u>
Total	\$ 9.88	\$10.16	\$10.48

*Taxable Income

**To be allocated to the Vacation Fund

Landfill Servicemen do not normally operate equipment on the landfill, but, should the occasion arise that the City needed him to fill-in because of the absence of employees, the City shall consult with the Union Steward and get his approval.