

3883

6/30/2000

**AGREEMENT**

**BETWEEN**

**CITY OF SALINE**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA**

**AND ITS**

**LOCAL NO. 214**

**EFFECTIVE JULY 1, 1997 - JUNE 30, 2000**

*Saline, City of*

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## **AGREEMENT**

*This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998, effective July 1, 1997, by and between the City of Saline, hereinafter called the "City", and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and its Local No. 214, together hereinafter called the "Union".*

### ***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 City, the employees and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community.

To these ends the City and Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **RECOGNITION**

### **SECTION 1. Collective Bargaining Unit**

The City hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the City in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment:

"All permanent full-time and regular part-time employees employed by the Department of Public Works, Pollution Control Facility, Building Department, City Hall and the following Recreation Department positions: Full-time and regular part-time general office, full-time and regular part-time secretary, and full-time and regular part-time building maintenance. City staff employees, supervisors, persons holding private contracts with the City and those other Recreation Department employees not specifically referred to above are excluded from this contract."

## **AGENCY SHOP & DUES**

### **SECTION 2. Agency Shop**

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.

- A) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit make his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement, including dues and initiation fees.

- B) In accordance with the policy set forth in this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the beginning date of their employment for the City.
- C) If any provision of this Section is invalid under Federal law or the law 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. Checkoff**

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

- A) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- B) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

## MANAGEMENT RIGHTS

### SECTION 4. Rights

- A) Except as in this Agreement otherwise specifically and expressly provided, the City retains the sole and exclusive right to manage and operate the City in all of its operations and activities. The Union hereby agrees that the City retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the rights of the City are those provided by statute or law, and by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. Disputes under this clause shall be subject to the grievance procedure, but excluding arbitration, and all rights vested exclusively in the City shall not be subject to arbitration.
- B) Except as in this Agreement otherwise specifically and expressly provided, the City shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable penalties for violations of rules; to make judgements as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the grievance and arbitration procedure established herein.



- C) Before the City exercises its right to purchase the services of others, contract or otherwise, the City agrees to discuss with the Union any decisions involving contracting of work currently performed by members of the bargaining unit, and to offer the Union the opportunity to present a competitive proposal to any bid. Such proposals must be presented with forty-five (45) days after the opening of the bids and notification to the Union. The Union and its members will not take any administrative action (grievances, unfair labor practice charges, law suits, etc.) against the City for failed competitive opportunities as a result of the City exercising its right to purchase the services of others, contract or otherwise.

## **REPRESENTATION**

### **SECTION 5. Steward Representation**

The City shall recognize three (3) employee representatives with seniority who shall act individually as stewards in their assigned area for grievance administration and as a committee for purposes of collective bargaining. One of the committeemen shall act as a Chairman and Chief Steward. One steward shall represent the Pollution Control Facility, one steward shall represent the City Hall employees and one steward shall represent the Department of Public Works. The Union may designate alternate stewards whose sole function shall be to act in the absence of the regular steward.

- A) Reporting - When it becomes necessary for a steward to investigate a grievance, he shall first secure permission to leave his work from his supervisor, and shall report to his supervisor before returning to work. The City agrees to compensate an employee at his regular rate for all reasonable time lost from his regular work schedule while processing grievances. The City reserves the right to revoke this benefit if it is being abused, but such revocation shall not occur until the Union has been notified of such abuse and corrective action has not occurred.

## **GRIEVANCE & ARBITRATION PROCEDURES**

### **SECTION 6. Definition of Grievance**

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement.

### **SECTION 7. Grievance Procedure**

All grievances shall be handled in the following manner:

- A) Step 1 - An employee with a complaint shall notify his department head within three (3) working days after the occurrence of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and his department head. At the request of the employee, he may have his steward present in order to participate in this informal discussion. Every reasonable effort shall be made to satisfactorily settle the complaint in this manner.
- B) Step 2 - If the complaint is not resolved during the initial informal discussion, the complaint must be reduced to written form for clarification. The written grievance, signed by the employee and the Union, must be presented to the department head within five (5) working days of the informal discussion with the department head in Step 1. The written grievance shall contain at a minimum the following information:
- The date/time of occurrence of the event being grieved;
  - Describe the event being grieved;
  - State what specific section of this Agreement is alleged to have been violated;
  - Date/time the written grievance form is provided to the department head;
  - and
  - Specify the relief sought.

The department head shall give his disposition in writing within five (5) working days of receiving the written complaint:

- C) Step 3 - If the complaint is not satisfactorily settled by the departmental procedure, it may be presented by the Union to the City Manager or his designated representative within five (5) working days after receipt of the department head's answer in the Step 2 procedure. Within ten (10) working days after receipt of the employee's written grievance, the Chief Steward and the City Manager or his designated representative, shall attempt to meet to discuss the grievance. The staff representative of the Union may be present as well as other designated City representatives. The City shall place its disposition on the grievance and return it to the Chief Steward within ten (10) working days following said meeting or within 15 working days of receipt of the grievance, if there is no meeting. If the grievance is not satisfactorily resolved, if arbitrable, it may be submitted to arbitration in accordance with the procedures established in this Agreement.

#### **SECTION 8. Grievance Form**

The grievance form shall be mutually agreed upon.

#### **SECTION 9. Arbitration Request**

The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice to the City of its intent to arbitrate within thirty (30) days following receipt of the City's disposition in Step 3 of the grievance procedure.

#### **SECTION 10. Selection of Arbitrator**

If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select by mutual agreement one arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation & Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the City, Union and employees, provided however, each party reserves the right to challenge the award of the arbitrator in a Court of competent jurisdiction if the arbitrator has exceeded his jurisdiction. The fees and expenses of the arbitrator shall be paid equally by the Union and the City.

**SECTION 11. Arbitrator's Jurisdiction**

The arbitrator's jurisdiction shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The parties acknowledge that the City retains all rights not otherwise abrogated under the express terms of this Agreement, as generalized in the Management Rights clause hereunder. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement. Any awards of the arbitrator shall be retroactive no earlier than the date the grievance was first submitted.

**SECTION 12. Time Limitation**

The time limits established in the grievance and arbitration procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the Union, the grievance shall be considered settled in accordance with the City's last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

**SECTION 13. Time Computation**

Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

**SECTION 14. Special Conference**

Special conferences for important matters of mutual concern may be scheduled at times mutually agreeable to the parties. Special conferences shall not be used for the purpose of additional collective bargaining unless the parties otherwise mutually agree.

An agenda of the matters to be discussed shall be submitted by the party requesting the special conference and approved by the other party prior to the scheduling of such

conference. Matters taken up in special conferences shall be confined to those included in the agenda.

Representatives of the City and the Union will meet to review proposed changes in job descriptions if either party desires.

### **NO STRIKE - NO LOCKOUT**

#### **SECTION 15. Prohibition**

- A) Neither the Union nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the City, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the City or in any conduct which causes or results in such interference during the term of this Agreement.
- B) The City and the Union agree that discharge is an appropriate penalty for employees who violate the provisions of this Section of the Agreement.
- C) The City agrees not to lock out its employees.

### **SENIORITY**

#### **SECTION 16. Seniority Definition**

Seniority shall mean the length of continuous service of the employee with the City commencing from the employee's last date of hire. Seniority shall be used as a preference in those areas specifically provided herein.

#### **SECTION 17. Probationary Period**

All employees shall have seniority commencing on their last date of hire after completion of the six (6) month probationary period. There shall be no seniority among probationary employees.

Employees hired on the same date shall be placed on the seniority list alphabetically according to their last name. Regular part-time employees will be entered on the seniority

list after completion of 1,044 hours worked and such seniority shall begin as of the date of hire. Once entered on the seniority list, regular part-time employees shall accrue seniority based upon hours worked.

During the probationary period, an employee may be laid off or terminated by the City without recourse and without regard to the provisions of this Agreement.

### **SECTION 18. Seniority Lists**

- A) There shall be a separate seniority list for full-time and regular part-time employees showing the names and job titles of all employees in the bargaining unit.
- B) The City will keep the seniority list up-to-date and will provide the Union with up-to-date copies from time to time upon reasonable notice.

### **SECTION 19. Loss of Seniority**

An employee's seniority with the City shall terminate and the employment relationship shall end under the following conditions:

- A) If he quits, retires or is discharged for cause.
- B) Absence from work for three (3) consecutive working days unless otherwise excused.
- C) Failure to return to work within five (5) working days upon recall, unless mutually extended.
- D) Failure to return to work on the required date at the expiration of a leave of absence, unless otherwise excused.

### **SECTION 20. Layoff and Recall**

A layoff shall be a reduction in the work force. When it becomes necessary to layoff an employee, the employee with the least seniority in the classification affected within the affected department shall be laid off first, provided the senior employee has the necessary experience, training and ability to perform the required work. In the event that an employee is to be laid off from his department, and the employee has required qualifications to perform the work of another classification in another department, the City will assign the

employee to a classification that he is qualified to perform in another department, provided that he has the greater seniority than the employee he would replace. The displaced employee will then be laid off.

Qualifications shall be based on the employee's training, experience and work record as it relates to the employee's ability to perform the required duties. Recall shall be made first to the employee with the greatest seniority who is on layoff in the classification affected, provided he has the experience, training and ability to perform the required work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail.

#### **SECTION 21. Job Vacancies**

Permanent vacancies in the bargaining unit shall be posted on the bulletin board for ten (10) working days, listing the job classification. Employees who wish to be considered for such a position may make application with the City Manager or his designee. In making the award of the position, the City shall consider the applicant's work record, experience, ability and seniority. Where the applicant's qualifications are relatively equal, the applicant with the greatest seniority shall be awarded the position, provided however, that preference shall be given first to applicants from within the department where the vacancy exists before applicants from outside the department are considered. Transfers under this Section shall not take place by an employee more than twice in any twelve (12) month period. Vacancies created by leaves of absence or vacations shall not be posted.

#### **SECTION 22. Transfers from the Bargaining Unit**

If an employee is transferred to a position in the City not included in the bargaining unit, and if in the City's discretion, he is thereafter transferred again to a position within the bargaining unit, he shall have seniority equal to his total length of service with the City. He shall not accumulate seniority while working in a non-bargaining unit position beyond twelve (12) months from the date of transfer, but shall have seniority equal to his service with the City while in a bargaining unit position plus up to twelve (12) months in the non-bargaining unit position.

**SECTION 23. Transfers and Promotions, Including Temporary Transfers**

The City reserves the right to temporarily transfer an employee to assist in the required work of the City for a period up to 90 days, or extended by mutual agreement. Employees transferred shall be paid at the rate of the position transferred to after twenty-five (25) working days back to the first day of assignment, except employees who are temporarily assigned to a lower paying job shall receive no reduction in wages. Except for temporary transfers, employees will be tested for the purpose of a transfer or promotion. All testing will be job related.

**HOURS OF WORK AND OVERTIME****SECTION 24. Workweek**

The basic workweek shall be Monday through Friday. The basic workweek shall be 40 hours, to be worked in five (5) eight (8) hour days, except the Pollution Control Facility and the Recreation Department, unless mutually agreed upon by both parties.

The Pollution Control Facility must be operated on a continuous basis. Employees working in the Pollution Control Facility shall be on a 40 hour workweek, however, the schedule shall be established on a 7-day operation. The City shall post a rotating schedule 30 days in advance.

The Recreation Department must be operated on a 7-day basis. Employees working in the Recreation Department shall be on a 40 hour workweek, however, the schedule shall be established on a 7-day operation. The City shall post a schedule thirty (30) days in advance.

Due to seasonal operations and other circumstances which require a different schedule of work, the City reserves the right to change the schedule upon advance notice to the Union. Said schedule shall not exceed 30 days for a shift, except for the day shift.

Employees hired after July 1, 1992, may as a condition of employment, be scheduled to work as necessary. At least thirty (30) days advance notice of schedule changes shall be provided.



**SECTION 25. Overtime and Overtime Premium**

All qualified employees are expected to work reasonable amounts of overtime when requested by his/her supervisor. The Union recognizes that City services must be maintained, and if required, employees shall report to work at times other than the regularly scheduled shift when notified to do so by their supervisor. All hours worked in excess of 40 hours in a workweek shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay. Overtime opportunities shall be equalized on a rotating basis as nearly as possible among qualified employees and the least senior qualified employee may be required to work overtime. If the continuation of an ongoing job leads to overtime, it would be an exception to the rotation system.

All employees called into work for overtime not previously scheduled and contiguous to the regularly scheduled work day will be paid a minimum of two (2) hours at one and one half times (1 1/2) times the employees regular rate of pay.

**HOLIDAYS**

**SECTION 26. Holidays**

All non-probationary employees covered by this Agreement shall be paid eight (8) hours pay for each of the following recognized holidays or any day proclaimed in writing as a City holiday by duly constituted authority. Members of the bargaining unit scheduled to work legal holidays shall be granted pay at the rate of one and one-half (1 1/2) times their regular base hourly wage rate; in addition to the regular holiday pay, except for Good Friday and the employee's birthday.

New Year's Day

Good Friday

Memorial Day

July 4th

Labor Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

December 24th

Christmas Day

December 31st

Employee's Birthday

Employee's birthday and Good Friday will be recognized holiday and may be taken as time off only within thirty (30) days of the date of the holiday, i.e. employee's birthday and Good Friday, as scheduled by the Department Supervisor. If an employee is scheduled to work on these recognized holidays, then a compensating day off will be taken as set forth above.

Regular part-time employees previously scheduled to work on a holiday recognized in this Section, except for the employees birthday and Good Friday, will be paid for the scheduled hours as holiday pay. Employees required to work on the holiday will be paid at the rate of one and one-half (1 1/2) times their hourly rate in addition to their regular pay rate for the hours worked.

#### **SECTION 27. Holiday Eligibility**

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- A) In order to qualify for holiday pay, the employee must have seniority as of the date of the holiday and must have worked his hours on the scheduled workday immediately preceding and immediately following the holiday, unless a valid excuse is presented.
- B) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay unless a valid excuse is presented. Absences for reasons of illness will require a medical certification to be presented before the holiday payment can be made, unless otherwise excused by the supervisor.

#### **SECTION 28. Holidays Falling on Weekends**

Except for employees assigned to the Pollution Control Facility and Water Production operations and other seven day operations, when one of the recognized holidays falls on a Sunday the following Monday shall be observed, if the recognized holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

If consecutive holidays fall on Sunday and Monday the holiday shall be observed on Monday and Tuesday. Employees assigned to seven day operations, i.e. PCF shall observe the holidays on which they are calendared.

## VACATIONS

### SECTION 29. Early Vacation Pay

Employees wishing to have their vacation pay in advance of the regular payroll must submit to their department head a written request with their timesheet for the preceding payroll. Employees may receive their vacation pay on their last workday in advance of the regular payroll date only if the regular payroll date falls during the employee's vacation and such vacation is for one (1) week or longer. When a check is requested per this section, there will be no automatic deposit.

### SECTION 30. Vacation Eligibility

All full-time employees with the required seniority as of their anniversary date of hire shall earn vacation leave with pay in accordance with the following schedule:

<u>Seniority Required</u>	<u>Vacation Leave</u>
1 year	12 workdays
5 years	15 workdays
8 years	18 workdays
10 years	21 workdays
13 years	24 workdays

### SECTION 31. Vacation Schedule

Each Department Head, or his/her designee shall approve vacation leaves for personnel assigned to their respective departments. Vacation requests for the calendar year shall be submitted in writing during the month of February. Vacation scheduling will be for a minimum of one business day, except as otherwise approved by the department head. Vacation scheduling shall be by seniority for all requests received prior to February 28. Management shall respond, in writing, within ten (10) working days from February 28 of each year. Requests received after that date shall be approved on a first come first granted basis without regard to seniority, and the Department Head or his/her designee shall respond within five (5) working days after request has been submitted. Vacation time may be taken only with permission of the employee's department head with scheduling to be done so as not to disrupt the services rendered by the unit.

## LEAVES OF ABSENCE

### SECTION 32. Personal Leave

- A) Personal Leave without Pay - Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leaves of absence shall be in writing and shall be signed by the employee and given to the department head. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's department head and City Manager or his designee.
- B) Personal Leave with Pay - Personal leaves of absence may be granted with pay upon approval of the City Council.
- C) Paid Personal Days - Each full-time employee with seniority shall be entitled to three (3) paid personal business days each fiscal year. Paid personal business time may not be taken in increments of less than one (1) hour, and approved at least twenty-four (24) hours in advance of the date needed, except in cases of emergency.

Paid personal business time is to be used only when it is necessary to be absent from work for the conduct of personal business. Any paid personal business days used shall not be deducted from an employee's accumulated paid sick days. Pay for a paid personal day shall be based on what the employee would have earned in working scheduled hours at the employees regular rate of pay on a day that the employee was previously scheduled to work. Paid personal business days may not be accumulated from year to year.

### SECTION 33. Sick Leave

It is agreed that an employee shall earn and be granted sick leave in accordance with the following schedule, providing the employee notifies his supervisor at least one-half hour in advance of his scheduled shift of the necessity to be absent for injury or illness.

- A) No sick leave payment will be made to a newly hired employee during the probationary period nor to a terminated or retired employee after the last day worked (except in accordance with paragraph G of this section), and no sick

leave payment will be made if the employee has not notified his supervisor at least one-half hour in advance of the necessity to be absent.

- B) After completion of a probationary period, each full-time employee shall be credited with six (6) days of sick leave and will accumulate sick leave with pay at the rate of one (1) working day for each full month of employment exclusive of leaves of absence without pay. Sick leave may not be used before it is earned.
- C) In no case shall the accumulated earned sick leave exceed one hundred twenty (120) days.
- D) When arranged for and approved by the department head, sick leave shall be granted as follows:
  - 1. When it is established to the City's satisfaction that an employee cannot effectively conduct his duty because of sickness or injury.
  - 2. When death occurs in the immediate family (spouse, children, brothers, sisters, father, mother, grandparents and legal dependents), maximum leave, approved in advance, shall not exceed three (3) working days.
  - 3. For care of employee's children, spouse, parents or guardians if the employee is the only person available to render such care. If such leave exceeds three (3) days for any one illness the employer may require proof of illness and the need for the employee to remain in attendance.
  - 4. Medical and Dental Appointments: Sick leave may be taken when necessary to be absent for medical and dental appointments, after giving the employee's supervisor three (3) days notice in advance, and then may be taken only in increments of four (4) hours or greater, unless otherwise approved by the employee's supervisor.

E) **Maternity Leave**

A leave of absence shall be granted for maternity purposes to female employees of the governing body on the following basis:

1. **Notification**

As soon as the employee determines she is pregnant, she must notify

the City Manager in writing, with a statement from her physician which provides his estimate of the delivery date and his evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.

2. Commencement

The employee must notify the City Manager, in writing, by the end of her fourth month of pregnancy, of the date she wishes to commence her leave of absence. Such notice must include a written statement from her physician attesting to the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position, and furnishes additional statements from her physician upon reasonable request.

3. The employee may elect to utilize her accumulated sick leave during her period of physical disability. However, sick leave will be paid only during the time period in which a physician certifies the employee to be physically disabled, and only to the extent of the number of days accumulated.

4. Duration

The leave shall be for up to six months from the date of its commencement, and the employee may return at any time during that period, provided she notifies the City Manager at least 45 days prior to the date she wishes to return and furnishes a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities. If an employee fails to notify the City Manager within 45 days prior to the expiration of such leave or provides notice and fails to return within six months from the date the leave commenced, she shall be deemed to have resigned and the obligation to provide a position to her will cease.

5. The leave shall be without pay or the accrual of sick leave, vacation days, or personal business time.

6. The maternity medical leave will not result in a loss of seniority rights, health insurance, life insurance, or retirement benefits.
  7. Return from Leave  
Upon her return, she shall be placed in her same or a similar position for which she is qualified. All benefits shall be reinstated upon her return.
- F) Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive workdays or less, however, medical certificates, or in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the City for each absence regardless of duration, if the City has reason to believe the employee is abusing his sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- G) Upon official retirement or upon death, unused accumulated sick leave days, not to exceed one hundred twenty (120) days, shall be paid.
- H) In case of work incapacitating injury or illness for which an employee is eligible for work disability benefits under the Workmen's Compensation Law of the State of Michigan, such employee, with the approval of the City Manager or his designee, shall be allowed salary payments which with his regular compensation benefit, equal his regular salary or wage. The period covered by the above shall be a period not to exceed the amount of sick leave accumulated by the employee. Upon the exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowable under the Workmen's Compensation Law of the State of Michigan.

#### **SECTION 34. Jury Duty Leave**

A full-time employee with seniority who is summoned and reports for jury duty on a day he is otherwise scheduled to work shall be paid for each day spent performing jury duty an amount equal to the difference between the employee's regular rate of pay for eight (8) hours exclusive of all premiums and the daily jury fee paid by the Court. In order to receive payment under this Section, an employee must give the City Manager prior notice that he

has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed for the days he claim such payment, and an employee who is summoned by the Court but who does not serve as a juror must promptly report for work upon being excused. Failure to submit satisfactory evidence showing jury duty was performed will result in the employee being considered absent without leave.

### **SECTION 35. Military Leave**

- A) Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.
- B) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed fifteen (15) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the City the difference between the amount received for such training and the employee's regular salary or wage.

## **INSURANCE & PENSION**

### **SECTION 36. Group Health, Dental, Life and Vision Insurance**

The insurance benefits available to eligible employees currently in effect shall continue in effect under the same conditions during the term of this Agreement, except that employees shall have the option of enrolling in a Health Maintenance Organization (HMO), if made available by the employer. Enrollment in the authorized HMO is an alternate to the health insurance benefits currently available, and employees may not be enrolled in more than one plan.

The City will provide a \$1,500.00 per year cash alternative to an employee who elects to forego the health insurance, as soon as it can establish the appropriate section 125



cafeteria plan; and, as soon as this option is available, when both spouses are City employees, then only one will carry group health insurance for the family and the other must select the cash option.

Life insurance is \$35,000 and will be increased to \$40,000 effective July 1, 1998, and to \$50,000 effective July 1, 1999. Each employee shall have the right to purchase additional insurance in blocks of \$20,000 up to the age of 50 and \$10,000 at the age of 50 and over.

Vision insurance shall be provided up to an employer cost of \$5.50 per month for family coverage.

### **SECTION 37. Pension Plan**

The City agrees to pay 100% of the retirement premium cost with the Michigan Employees' Retirement System. The retirement plan provided will be Michigan Employees' Retirement System Plan B-3 base F55/25 with V-6 (vesting after six years of service). Employees who retire after twenty-five (25) years of continuous service to the City, and have reached the age of fifty-five (55) years as of the date of such retirement, shall continue to receive the benefit of full payment by the City of the premiums for their medical and life insurance coverage in effect on the date of such retirement. Eligibility for, and/or obtaining, deferred retirement status under MERS is not 'retirement' under this contract for the purpose of payment of health insurance, sick pay, or any other fringe benefit due under this contract upon retirement. Employees retiring at age 60 with 10 or more years of continuous service prior to retirement will be eligible to receive health insurance benefits under the following conditions:

- A) The employer will pay 4% of the premium cost for each year of continuous service immediately prior to retirement and the employee will pay the remaining premium cost.
- B) The health benefits coverage shall be through the health care provider that has been established by the Employer at that time.
- C) The employee is ineligible for this benefit if he or she is eligible for equivalent health insurance benefits as a dependent of his or her spouse provided by the spouse's employer.

- D) The employee must coordinate premium and benefits with Medicare insurance through the Social Security Administration offices on the first day of his eligibility.
- E) Retired employees must certify annually to the City Clerk in writing their compliance with the provisions of this Section.

Life insurance paid by employer upon reaching qualifications for retirement through MERS, handled the same as the health benefit, i.e., employees retiring at age fifty-five (55) with twenty-five (25) years of continuous service shall have premiums fully paid as stated above, while employees retiring at age sixty (60) with ten (10) or more years of continuous service prior to retirement and conditioned on A., B., C., D., and E. as stated currently in the Teamsters/City Agreement."

## **WAGES**

### **SECTION 38. Wages**

Wages for all employees within the bargaining unit shall be as set forth in Appendix I attached hereto and made a part hereof.

## **MISCELLANEOUS**

### **SECTION 39. Captions**

The captions used in each Section of the Agreement are for purposes of identification and are not a substantive part of this Agreement.

### **SECTION 40. Rest/Lunch Periods**

Rest periods, each 15 minutes, will be added to the half hour lunch break, therein each employee will be paid an eight (8) hour day, two four hour shifts, including one hour paid lunch break. Employees wishing to take a portion of the day off must work at least a 3 1/2 hour shift to be entitled to the one-half hour paid lunch/rest period.

### **SECTION 41. Gender**

Reference to the masculine gender may refer to the feminine gender, or vice versa.

**SECTION 42. Uniforms**

The City shall provide and clean uniform shirts and pants for each full-time Department of Public Works employee and Pollution Control Facility employee sufficient to allow five (5) changes of uniform per week. Said uniforms shall remain the property of the City or the company from which they are leased.

**SECTION 43. Part-time Employees**

All regular part-time employees shall be paid on an hourly basis at the first step of their respective pay ranges (Advancement from this basis shall be within the sole discretion of the City Manager or his designee). A regular part-time employee rendering continuous service shall after completion of 1,044 hours of work be entitled to vacation and sick leave benefits on a prorated basis; this basis shall be the percent (%) of his/her average weekly hours of the normal workweek, multiplied by the vacation and sick leave earned by a full-time employee whose service for the City has been of similar duration.

**SECTION 44. Rules & Regulations**

The City reserves the right to establish reasonable rules and regulations and personnel policies not inconsistent with this Agreement which it shall deem proper to govern the conduct of its employees.

**SECTION 45. Access**

Authorized representatives of the Union shall be permitted to visit the operations of the City for purposes of contract administration. The Union agrees that such Union representative shall first announce himself to the City Manager or his designee and further agrees that such visits shall not interfere with the operation of the City and the work being performed by its employees.

**SECTION 46. Bond**

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 47. Health and Safety**

The City shall first consider the personal safety of its employees in establishing operational procedures. It shall be the duty of each employee to comply with all safety regulations and to wear or use all safety equipment which is required. It shall also be the duty of the employee to properly report all defects of equipment to his supervisor so that such equipment can be repaired. An employee involved in any accident shall immediately report such accident and any physical injury sustained to his supervisor. Accident or defective equipment reports shall be in writing as prescribed by departmental rules.

**SECTION 48. Property Loss or Damage**

Employees shall not be charged for loss or damage of the employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the employer, unless such loss or damage is caused by the employee's negligence.

**SECTION 49. Safety Equipment**

The City agrees to furnish all required safety equipment, including rain coats, hats and boots, as needed, subject to such rules for the use, preservation and care of such equipment as the City shall establish.

Each full-time employee affected by the Personal Protective Equipment (PPE) Regulation will be required to wear MIOSHA approved safety shoes. The City shall reimburse for paid receipts or shall pay invoices for safety shoes, up to one hundred dollars (\$100.00) per fiscal year for each full-time employee affected.

**SECTION 50. Bulletin Boards**

The City shall provide bulletin board space in each department where official notices of the Union may be posted.

**SECTION 51. Pay Periods**

The employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions.

**SECTION 52. Discharge & Discipline**

The employer shall not discharge or issue disciplinary suspensions to any employee without just cause. The City agrees to give the Union steward a copy of all discharge and disciplinary suspension notices. The Union and the City agree that except for serious offenses, discipline should be directed toward the principle of giving an employee notice that his conduct is unacceptable and that unless correction is made, more severe discipline will be warranted.

**SECTION 53. Education Expenses**

The City shall not pay for educational expenses of members of the bargaining unit, or for the time spent while off duty for educational purposes, except as follows:

- A) If a member of the bargaining unit requests leave for educational purposes, and such leave of absence is approved by the City Manager, said members wages at regular hourly rate shall be paid by the City, but no educational expenses or transportation expenses.
- B) If the City directs a member of the bargaining unit to participate in an educational program, the City shall pay the members wages at regular hourly rates plus all educational expenses and travel expenses pursuant to the established travel procedure.

**SECTION 54. Residency**

Employees hired after July 1, 1989 shall be required to live in the Saline Area School District, or a nine (9) mile radius from the intersection of US-12 and Ann Arbor Street whichever is greater.

A request for a waiver of the residency requirement from City Council may be made by Local 214 on behalf of a member of the bargaining unit.

**SECTION 55. Waiver**

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral and written, express or implied, between such parties shall govern their entire relationship and shall be the

sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

#### **SECTION 56. Absenteeism and Tardiness**

In addition to the other disciplinary action provided by department rules and regulations, employees who fail to report their need to be absent or tardy at least one-half hour in advance of their scheduled starting time, shall not be entitled to compensation in any form. Employees reporting for work after their scheduled time shall suffer a pay reduction equivalent to fifteen (15) minutes for each quarter hour or part thereof, that they are late. Unexcused tardiness in excess of one (1) hour shall be considered an absence without leave, or employees late more than one (1) hour would be docked for the day unless told to report by management and subject to the provisions of Section 19.

#### **SECTION 57. Evaluations**

Evaluations will be done annually with all employees. A joint committee of the City and Local 214 may review evaluation documents.

#### **SECTION 58. Classification**

Employees may be advanced from the starting classification and subsequent classification advancements only after six (6) months in grade in the previous classification, and after demonstrating their ability to perform all of the requirements of next higher classification, and if an authorized position is available. Advancements will be considered only upon receipt of an application from the employee for advancement.

Employees must be able to perform the requirements of the classification held unless a red circled employee. A red circled employee is an employee hired prior to July 1, 1992 and advanced to a position in which they may not possess the qualifications for that position. Those red circled employees are identified on the 1992/93 Teamster Salaries/Positions. It is agreed that this Section is applied for the purpose of promotion and transfers to other classifications.

The red circled employee/position shall be eliminated when the employee in the position terminates, retires, advances or transfers, or upon demonstrating his/her ability to perform or meet all of the requirements of the position held.

All Department of Public Works employees hired prior to July 1, 1992 may advance to a Maintenance Person III after demonstrating their ability to perform all the requirements and duties of a Maintenance Person III.

#### **SECTION 59. Licenses**

An employee required by the City to have a license other than a CDL shall be reimbursed in full by the City for all licenses.

Should the City of Saline require an employee to obtain and maintain a Commercial Drivers License, the City shall pay for the initial cost of passing his/her Commercial Drivers License exams and tests, cost for renewing his/her CDL, and the cost of the required physical from a physician of the City's choice. The City shall not pay for the testing fees should an employee fail his/her CDL exam or test, nor the renewal fees if such renewal is a result of revocation or suspension of the employee's CDL.

#### **SECTION 60. Term of Agreement**

This agreement shall continue in full force and effect from July 1, 1997 to June 30, 2000. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give the other party written notice. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

## ***APPENDIX I***

### **WAGES**

1. The base hourly wage rates for the job classifications of the bargaining unit are shown on the following pages for:
  - Fiscal year 1997-98
  - Fiscal year 1998-99
  - Fiscal year 1999-2000
  
2. New employees may be started at Step 1 or at Step 2 based on experience or qualifications.



CITY OF SALINE - 1997/1998 TEAMSTER BASE WAGE RATES  
 Effective 7-1-97

CLASSIFICATIONS	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
General Office	9.87	10.32	10.79	11.28	11.80
O - General Office	N/A	N/A	N/A	N/A	13.13
Secretary	11.83	12.37	12.96	13.56	14.17
Office Manager	12.68	13.22	13.78	14.36	14.99
O - Office Manager	N/A	N/A	N/A	N/A	14.99
Assistant Clerk	11.83	12.37	12.96	13.56	14.17
Assistant Treasurer	11.83	12.37	12.96	13.56	14.17
Senior Assistant Treasurer	12.68	13.22	13.78	14.36	14.99
General Service	10.94	11.42	11.92	12.44	13.00
Utility 1	12.02	12.58	13.14	13.73	14.35
Utility 2	12.45	13.02	13.59	14.18	14.81
Utility 3	12.94	13.48	14.05	14.64	15.25
Utility 4	13.41	13.96	14.52	15.10	15.71
Shift Operator	13.65	14.19	14.74	15.33	15.94
Chief Operator	13.93	14.47	15.05	15.64	16.25
Maintenance Person 1	12.02	12.58	13.14	13.73	14.35
Maintenance Person 2	12.71	13.27	13.85	14.45	15.09
Maintenance Person 3	13.41	13.96	14.52	15.10	15.71
O - Maintenance Person 2	N/A	N/A	N/A	N/A	15.25
Working Foreperson	16.16	16.51	16.86	17.21	17.58
Mechanic	13.47	14.01	14.58	15.17	15.79
Chief Mechanic- Working Foreperson	16.56	16.96	17.36	17.78	18.19
Building Maintenance	15.07	15.62	16.18	16.77	17.39

CITY OF SALINE - 1998/1999 TEAMSTER BASE WAGE RATES  
 Effective 7-1-98

CLASSIFICATIONS	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
General Office	10.17	10.63	11.12	11.62	12.16
O - General Office	N/A	N/A	N/A	N/A	13.52
Secretary	12.19	12.75	13.34	13.96	14.59
Office Manager	13.06	13.61	14.19	14.79	15.44
O - Office Manager	N/A	N/A	N/A	N/A	15.44
Assistant Clerk	12.19	12.75	13.34	13.96	14.59
Assistant Treasurer	12.19	12.75	13.34	13.96	14.59
Senior Assistant Treasurer	13.06	13.61	14.19	14.79	15.44
General Service	11.27	11.77	12.28	12.82	13.39
Utility 1	12.38	12.95	13.53	14.14	14.78
Utility 2	12.83	13.41	13.99	14.60	15.25
Utility 3	13.32	13.88	14.47	15.08	15.71
Utility 4	13.81	14.38	14.95	15.55	16.18
Shift Operator	14.06	14.61	15.18	15.79	16.42
Chief Operator	14.35	14.90	15.50	16.11	16.74
Maintenance Person 1	12.38	12.95	13.53	14.14	14.78
Maintenance Person 2	13.09	13.66	14.26	14.88	15.54
Maintenance Person 3	13.81	14.38	14.95	15.55	16.18
O - Maintenance Person 2	N/A	N/A	N/A	N/A	15.71
Working Foreperson	16.65	17.01	17.37	17.73	18.10
Mechanic	13.87	14.43	15.02	15.63	16.27
Chief Mechanic- Working Foreperson	17.06	17.47	17.89	18.31	18.73
Building Maintenance	15.52	16.09	16.67	17.28	17.92

CITY OF SALINE - 1999/2000 TEAMSTER BASE WAGE RATES  
 Effective 7-1-99

CLASSIFICATIONS	START	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
General Office	10.47	10.95	11.45	11.97	12.52
O - General Office	N/A	N/A	N/A	N/A	13.93
Secretary	12.55	13.13	13.74	14.38	15.03
Office Manager	13.45	14.02	14.62	15.23	15.90
O - Office Manager	N/A	N/A	N/A	N/A	15.90
Assistant Clerk	12.55	13.13	13.74	14.38	15.03
Assistant Treasurer	12.55	13.13	13.74	14.38	15.03
Senior Assistant Treasurer	13.45	14.02	14.62	15.23	15.90
General Service	11.61	12.12	12.65	13.20	13.79
Utility 1	12.76	13.34	13.94	14.56	15.22
Utility 2	13.21	13.81	14.41	15.04	15.71
Utility 3	13.72	14.30	14.90	15.53	16.18
Utility 4	14.22	14.81	15.40	16.02	16.67
Shift Operator	14.48	15.05	15.64	16.26	16.91
Chief Operator	14.78	15.35	15.97	16.59	17.24
Maintenance Person 1	12.76	13.34	13.94	14.56	15.22
Maintenance Person 2	13.48	14.07	14.69	15.33	16.01
Maintenance Person 3	14.22	14.81	15.40	16.02	16.67
O - Maintenance Person 2	N/A	N/A	N/A	N/A	16.18
Working Foreperson	17.15	17.52	17.89	18.26	18.65
Mechanic	14.29	14.86	15.47	16.09	16.75
Chief Mechanic- Working Foreperson	17.57	18.00	18.42	18.86	19.29
Building Maintenance	15.99	16.57	17.17	17.79	18.45

## WATER AND WASTEWATER CERTIFICATION

Employees may be required or requested to hold and maintain water and/or wastewater certificates issued by the State of Michigan, Department of Public Health. Department of Public Works and Pollution Control employees required or requested to hold certificates shall be paid a premium only on the highest maintained certificate held within the assigned Department.

### Pollution Control Facility

<u>Water Treatment Certification</u>	<u>Premium Pay Per Hour</u>
D-2	\$.30
D-3	\$.20
D-4	\$.10

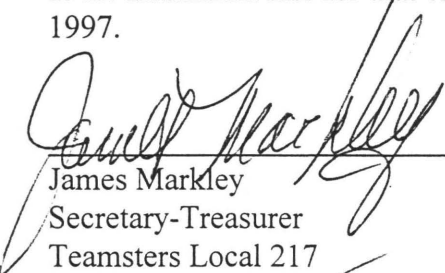
<u>Wastewater Treatment Certification</u>	<u>Premium Pay Per Hour</u>
B	\$.60
C	\$.30
D	\$.15

### Department of Public Works

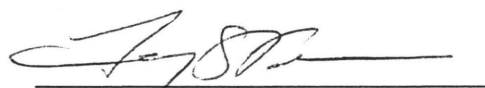
<u>Water Distribution Certification</u>	<u>Premium Pay Per Hour</u>
S-2	\$.30
S-3	\$.20
S-4	\$.10

## MEMORANDUM OF UNDERSTANDING

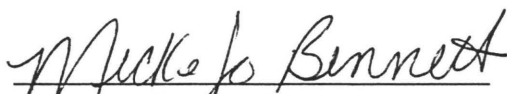
It is hereby understood that the intent of negotiations between the City and Teamsters Local 214 was that the position of senior assistant treasurer was to be filled by Mickie Jo Bennett at the maximum rate for that classification from the beginning of the contract period of July 1, 1997.

  
\_\_\_\_\_  
James Markley  
Secretary-Treasurer  
Teamsters Local 217

9-9-98  
Date

  
\_\_\_\_\_  
Larry Stoever  
City Manager  
City of Saline

9/4/98  
Date

  
\_\_\_\_\_  
Mickie Jo Bennet

9/10/98  
Date

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this  
22 day of September, 1998.

TEAMSTERS LOCAL NO. 214

CITY OF SALINE

BY: Erik Grossman

Erik Grossman

Chief Steward

Date: 9-14-98

BY: Richard E. Kuss

Richard E. Kuss

Mayor

Date: 9-22-98

BY: Neil Girbach

Neil Girbach

PCF Steward

Date: 9/14/98

BY: Dianne S. Hill

Dianne S. Hill,

City Clerk

Date: 9-22-98

BY: Mickie Jo Bennett

Mickie Jo Bennett

Clerical Steward

Date: 9-22-98

Approved: as to form: Allan W. Grossman

Allan W. Grossman 9/14/98

City Attorney

BY: James Markley

James Markley

Date: 9-11-98

Approved by Saline City Council

on September 21, 1998

Attest: Dianne S. Hill

Dianne S. Hill

City Clerk