

3907

Manager's copy  
6/30/2000

AGREEMENT

BETWEEN

THE CITY OF SCOTTVILLE  
(Covering Department of Public Works Employees)

-and-

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL NO. 214

*Scottville, City of*

(Effective July 1, 1997 through June 30, 2000)

## INDEX

ARTICLE 1	RECOGNITION AND AGENCY SHOP AND DUES	1
ARTICLE 2	MANAGEMENT	3
ARTICLE 3	WAGES	4
ARTICLE 4	SUBCONTRACTING	4
ARTICLE 5	EXTRA CONTRACT AGREEMENTS	5
ARTICLE 6	SENIORITY	5
ARTICLE 7	DISCHARGE OR SUSPENSION	7
ARTICLE 8	ARBITRATION AND GRIEVANCE PROCEDURE	7
ARTICLE 9	ABSENCE	9
ARTICLE 10	LIMITATION OF AUTHORITY AND LIABILITY	10
ARTICLE 11	PICKET LINE	10
ARTICLE 12	MAINTENANCE OF STANDARDS	11
ARTICLE 13	HOSPITALIZATION, PENSION, AND LIFE INSURANCE	11
ARTICLE 14	PAY PERIOD	13
ARTICLE 15	BONDS	13
ARTICLE 16	LOSSES OR DAMAGE	14
ARTICLE 17	UNIFORMS	14
ARTICLE 18	EQUIPMENT, ACCIDENTS AND REPORTS	14
ARTICLE 19	WORKER'S COMPENSATION	16

## INDEX

ARTICLE 20	MILITARY SERVICE	16
ARTICLE 21	SEPARABILITY AND SAVINGS CLAUSE	16
ARTICLE 22	RESIDENCY	17
ARTICLE 23	HOURS OF WORK	17
ARTICLE 24	CALL-IN PAY	19
ARTICLE 25	DAILY AND WEEKLY OVERTIME	19
ARTICLE 26	SATURDAY, SUNDAY AND HOLIDAY OVERTIME	20
ARTICLE 27	VACATIONS	20
ARTICLE 28	HOLIDAYS	22
ARTICLE 29	SICK LEAVE	24
ARTICLE 30	PAID FOR TIME	25
ARTICLE 31	FUNERAL LEAVE	25
ARTICLE 32	GENERAL PROVISIONS	25
Section 1	Job Openings	25
Section 2	Posting of Notices	26
Section 3	Coffee Break	26
Section 4	Union Activities	26
Section 5	Commercial Driver's License	26
Section 6	Inspection Privileges	27
Section 7	Lodging	27
Section 8	Special Program Employees	28
ARTICLE 33	SUBSTANCE ABUSE POLICY	28
ARTICLE 34	TERMINATION OF AGREEMENT	28
SCHEDULE "A"	WAGES	30

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the CITY OF SCOTTVILLE, located at Scottville, Michigan, hereinafter termed the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, located at 2825 Trumbull Avenue, Detroit, Michigan, hereinafter termed the "Union."

WHEREAS both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and its employees; and of promoting and improving peaceful industrial and economic relations between the parties.

### ARTICLE 1

#### RECOGNITION AGENCY SHOP AND DUES

##### Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A."

##### Section 2.

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

- A. Membership in the Union is separate, apart, and distinct from the assumption by one of his or her equal obligation to the extent that he or she 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, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his or her own way and assume his or her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- B. In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later; and for new employees, the payment shall start thirty-one (31) days following the date of employment.
- C. If any provision of this Article is invalid under federal law or the laws of the state of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

Section 3.

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

Section 4.

A new employee shall work under the provisions of this Agreement but shall be employed only on a one (1) year trial basis, during which period he or she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After one (1) year, the employee shall be placed on the regular seniority list. In case of discipline within the one (1) year period, the Employer shall notify the Local Union, in writing. All benefits shall accrue from date of hire after successful completion of the trial period, unless implemented earlier as herein negotiated.

This same provision shall apply to an employee hired as a Working Foreman, except the trial basis shall be one hundred and eighty (180) days.

Section 5.

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees, other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE 2

MANAGEMENT

The Employer shall remain vested with all management functions, but not limited to, including the direction of the staff, the full and exclusive right to hire, promote,

demote, discharge, discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to ensure the efficient performance of work, to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments, and work schedules; to maintain order and efficiency, to determine the hours of work, including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

### ARTICLE 3

#### WAGES

Attached hereto and marked Schedule "A," is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents hereof shall constitute a part of this Agreement.

### ARTICLE 4

#### SUBCONTRACTING

The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members; provided, however, the Employer shall not

subcontract work normally performed by bargaining unit employees if such subcontracting will cause the layoff of bargaining unit employees or if bargaining unit employees are on layoff.

## ARTICLE 5

### EXTRA CONTRACT AGREEMENTS

#### Section 1.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement or hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE 6

### SENIORITY

#### Section 1.

Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee could be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

Section 2.

The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 3.

Seniority shall be broken only by discharge, voluntary quit, or layoff for a period of more than two (2) years.

Section 4.

In the event of a layoff, an employee so laid off shall be given two weeks' notice of recall to work, mailed to his or her last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he or she shall lose all seniority right under this Agreement.

Section 5.

The Steward shall be granted super seniority for purposes of layoff and rehire.

Section 6.

An employee in a classification subject to the jurisdiction of the Union who has been in the past, or will in the future, be promoted to any supervisory position and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he or she held at the time of his or her promotion, and he or she shall maintain the seniority rank he or she had at the time of his or her promotion. It is further understood that no temporary demotions in supervisor's positions will be made during the temporary layoffs.

## ARTICLE 7

### DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union and Steward, except that no warning notice need be given to an employee before he or she is discharged if the cause of such discharge is dishonesty, drunkenness, recklessness resulting in a serious accident while on duty, or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his or her discharge or suspension. Should such investigation prove that an injustice has been done the employee, the employee shall be reinstated and compensated at his or her usual rate of pay for the period he or she was out of work. A request by an employee for an investigation as to his or her discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 8 hereof.

## ARTICLE 8

### ARBITRATION AND GRIEVANCE PROCEDURE

#### Section 1.

It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure

herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walkouts, or any other cessation of work through the use of any method of lockout or legal proceedings.

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

## Section 2.

Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1. By conference between the aggrieved employee, the Steward, or both, and the foreman and/or department head. It shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local union within five (5) working days of the alleged grievance.

STEP 2. Before proceeding to Step 3, a hearing between the Union representative and the Employer and/or its representatives will be held within ten (10) working days, and a decision will be rendered in seven (7) working days after the meeting.

STEP 3. In the event the last step fails to settle the complaint, it shall be referred to arbitration upon request of either the Union or the Employer. The President and/or Grievance Panel of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

Either party may demand arbitration. The party first demanding arbitration shall give two (2) days' notice, in writing, to the other party of its desire to arbitrate. The Arbitration Board shall consist of three (3) persons, one (1) to be selected by the Employer, one (1) to be selected by the Union and if these two (2) members so selected cannot settle the dispute, these two (2) members shall agree upon a third person who shall act as chairperson of the Arbitration Board.

The Board shall be selected within ten (10) days after the request of arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of the third person within fifteen (15) days of their appointment, the third person shall be designated by the Michigan Labor Mediation Board, in accordance with its procedures. The decision of the majority of the Board shall be considered a decision of the Board; provided, further, that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are submitted to said Board of Arbitration. There shall be no strikes, lockouts, cessations of employment, or change in employment status during the progress of arbitration. Failure to submit to arbitration shall result in forfeiture of all rights provided by this Agreement. Arbitration costs shall be shared equally by both parties.

The Arbitration Board shall have no power to add to, subtract from, or modify this Agreement; or to declare any provision of this Agreement illegal.

## ARTICLE 9

### ABSENCE

#### Section 1.

Any employee desiring a leave of absence from his or her employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment unless agreed to by the City Manager. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2.

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

ARTICLE 10

LIMITATION OF AUTHORITY AND LIABILITY

Section 1.

No employee, Union member, or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A., 1965, and the Union shall not be liable for such act.

Section 2.

Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 11

PICKET LINE

Section 1.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary

picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2.

Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 12

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his or her individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 13

HOSPITALIZATION, PENSION, AND LIFE INSURANCE

The Employer agrees to provide health insurance for all full-time employees at the Employer's cost. Such insurance shall be defined as Blue Cross/Blue Shield Plan MVF-1, with rider FAE-RC, catastrophic master medical benefits (Option 1), prescription drug program (\$3.00 co-pay); life insurance in the amount of Ten Thousand Dollars (\$10,000.00) for the employee, Twenty-five Hundred Dollars (\$2,500.00) for the spouse

and One Thousand Dollars (\$1,000.00) for dependent children with accidental death and dismemberment fully paid by the Employer.

The Employer shall pay One Hundred and Fifty Dollars (\$150.00) per month of the above described hospitalization insurance for the employee and his or her spouse for all employees who retire after July 1, 1988, provided that at the time of retirement the employee has at least ten (10) years of service with the Employer and is at least sixty-two (62) years of age. The Employer's obligation under this paragraph shall be limited to One Hundred and Fifty Dollars (\$150.00) per month and shall cease the month following the employee's sixty-fifth (65th) birthday.

The Employer agrees to provide, at its expense, sickness and accident insurance for each employee covered by this Agreement. The insurance shall provide, at a minimum, a weekly benefit of sixty-six and two-thirds percent (66 2/3%) of the employee's weekly gross wage up to a maximum weekly benefit of One Hundred Dollars (\$100.00). Such coverage shall be effective following the eighth (8<sup>th</sup>) day of an illness or first (1<sup>st</sup>) day of an accident with coverage up to twenty-six (26) weeks. An employee may use earned and available sick leave in an amount necessary to supplement this sickness and accident insurance to provide the employee his or her regular base pay.

The Employer agrees to contribute ten percent (10%) into a pension plan for the employees. The employee will be responsible for paying the employee's share of Social Security and Medicare on this contribution. It is understood that the employees have the option of contributing up to fifteen percent (15%) in addition to the ten percent (10%) contributed to the pension plan by the Employer.

#### ARTICLE 14

##### PAY PERIOD

All regular employees covered by this Agreement shall be paid on a bi-weekly basis. All other employees shall be paid at the end of their working period. Not more than fourteen (14) days' pay shall be held from a regular employee.

#### ARTICLE 15

##### BONDS

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.

The primary obligations to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he or she must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his or her own bonding arrangements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications.

If there is any excess premium to be paid, it shall be paid by the employee. Cancellations of a bond after once issued shall not be cause for discharge, unless the bond is cancelled for cause which occurs during working hours, or is due to the employee having given a fraudulent statement in obtaining said bond.

## ARTICLE 16

### LOSSES OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

## ARTICLE 17

### UNIFORMS

The Employer will pay the full cost of uniform rental for all employees. The Employer will reimburse the employee for one (1) pair of safety shoes per year. The reimbursement will take place upon the submittal of a receipt for the shoe purchase by the employee to the Employer. The reimbursement will be for the actual cost of the shoes up to a maximum of Seventy-five Dollars (\$75.00). Such shoes must be worn by the employee while the employee is at work.

## ARTICLE 18

### EQUIPMENT, ACCIDENTS AND REPORTS

#### Section 1.

The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is not justified.

Section 2.

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

Section 3.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his or her next shift shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, he or she shall take the matter up with the officers of the Union who will take the matter up with the Employer.

Section 5.

The Employer shall install heaters, defrosters, and windshield washer on all trucks and tractors and keep same in operating condition.

ARTICLE 19

WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees even though not required by state law.

ARTICLE 20

MILITARY SERVICE

Any employee on the seniority list inducted into military naval, marine or air service under the provisions of any federal Selective Service Training statute and amendments thereto, or any similar act in time of national emergency shall, upon termination of such service, be re-employed in line with his or her seniority at the then current rate for such work, provided he or she has not been dishonorably discharged from such service with the United States government and is physically able to do work available; and, further, provided he or she reports for work within ninety (90) days of the date he or she is discharged from such service with the United States government.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or of any riders thereto should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of

any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement or has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

## ARTICLE 22

### RESIDENCY

All employees shall be required to live within the following geographical area within six (6) months after successful completion of the required probationary period:

Custer Road on the East, Sugar Grove Road on the North, Styles Road on the West, and Chavez Road on the South. The middle of the road shall be considered the boundary line, and the home dwelling shall be on the city side of the boundary line.

## ARTICLE 23

### HOURS OF WORK

#### Section 1.

The regular work week shall commence on Monday a.m., and there shall be two (2) shifts within the Department of Public Works, one (10 beginning at 8:00 a.m. ending at 4:30 p.m. and another beginning at 7:00 a.m. ending at 3:30 p.m. Employees shall be assigned to the above shifts by seniority on a rotating basis daily. Employees must have

a minimum of three (3) years' seniority in the department to exercise shift preference as described above. Two (2) employees shall be scheduled to work from 7:00 a.m. to 3:30 p.m., and one (1) employee shall be scheduled to work from 8:00 a.m. to 4:30 p.m.

Any time worked before 7:00 a.m. or after 4:30 p.m. shall be at one and one-half (1 ½) times the employee's regular rate of pay; provided, however, for winter maintenance activities only, the Employer reserves the right to send an employee home after they have completed eight (8) hours of work in their shift.

All shifts shall have a one-half (½) hour lunch break.

#### Section 2.

All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay Sunday through Saturday. The standard workday shall be eight (8) hours per day.

#### Section 3.

In the event that an employee does not work on his or her own volition or due to suspension or leave of absence during one of his or her regularly scheduled days, his or her weekly guarantee shall be reduced on the basis of the number of hours that would be normally worked that day.

#### Section 4.

There shall be no split shift.

#### Section 5

Seasonal employees shall not be employed longer than twenty-eight (28) consecutive weeks, after which they would become full-time employees. No person shall be hired as a seasonal employee while any regular employee is on layoff and while regular employees are available to work.

## ARTICLE 24

### CALL-IN PAY

Any employee who reports for regular work schedule and performs any work any day, Monday through Friday, shall be guaranteed eight (8) hours' pay.

Any employee called in to work on a holiday, Saturday or Sunday, shall be guaranteed two (2) hours at the rate of time and one-half (1 ½).

Any employee called back after his or her regular work schedule shall be guaranteed two (2) hours' pay at the rate specified in this Agreement.

Employees will be required to work overtime when necessary but will not be required to work more than fourteen (14) hours in any one (1) day.

## ARTICLE 25

### DAILY AND WEEKLY OVERTIME

#### Section 1.

Eight (8) hours, Monday through Friday, shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one half (1 ½) shall be paid for all overtime in excess of eight (8) hours per day, Monday through Friday, or forty (40) hours per week, whichever is greater, but not both.

#### Section 2.

Scheduling of work shall be according to seniority. Overtime shall be distributed fairly and equitably among employees.

#### Section 3.

The Employer agrees that it shall not utilize part-time, seasonal, or temporary employees to displace full-time employees, or to avoid payment of overtime to bargaining unit employees. All overtime hours shall be offered to bargaining unit employees prior to assigning non-bargaining unit employees to such work.

ARTICLE 26

SATURDAY, SUNDAY AND HOLIDAY OVERTIME

All work performed on Saturday, Sunday, and holidays shall be paid at the rate of time and one-half (1 ½) plus holiday pay.

ARTICLE 27

VACATIONS

Section 1. Eligibility.

- A. All employees in the bargaining unit shall become eligible for one (1) week's vacation, with pay, when they have attained one (1) year's seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.
- B. All employees in the bargaining unit shall become eligible for two (2) weeks' vacation, with pay, when they have attained three (3) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.
- C. All employees in the bargaining unit shall become eligible for three (3) weeks' vacation, with pay, when they have attained ten (10) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.
- D. All employees in the bargaining unit shall become eligible for four (4) weeks' vacation, with pay, when they have attained sixteen (16) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.
- E. All employees in the bargaining unit shall become eligible for five (5) weeks' vacation, with pay, when they have attained twenty (20) years'

seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

- F. Employees must be in the employ of the Employer on the anniversary of their date of hire to be eligible for vacation benefits.
- G. Employees failing to work nine (9) months of a qualifying year for vacation purposes will be paid on a prorata basis, deducting one-twelfth (1/12) of the vacation which would have been due for each month of work lost during the qualifying year.

Section 2. Amount of Vacation Pay.

- A. Each week of vacation pay shall be equal to the weekly guarantee.
- B. If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay of eight (8) hours at the straight time hourly rate.
- C. Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of the Employer and Union.

Section 3. Time For Vacation, Leaves Of Absence.

- A. The Employer shall have the right to determine vacation leaves of absence so that such vacation leaves of absence shall not interfere with the efficient operation of the Employer.
- B. Subject to Section (A) above, vacation requests shall be granted according to seniority.
- C. Any employee who has earned his or her vacation and is separated from his or her employment before taking it, shall be paid the amount earned at the time of separation.

ARTICLE 28HOLIDAYSSection 1.

Employees shall not be required to work and shall be paid eight (8) hours' pay at the straight time hourly rate for the following holidays, provided they comply with the qualifications set forth hereinafter:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	December 24th
Christmas Day	December 31st
Good Friday	Friday after Thanksgiving
Employee's Birthday	

Section 2.

Employees called to work on any of the above listed holidays shall be paid a minimum of two (2) hours' pay at the rate specified in this Agreement, in addition to the eight (8) hours' pay referred to above.

Section 3.

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, employees must work the regular scheduled work day which immediately precedes or follows the holiday, except in cases pre-approved paid leave being used.

Section 4.

Employees who are serving their ninety (90) day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 5.

Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of absence due to occupational injury or during a period of permissible absence.

Section 6.

If a holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he or she shall receive an extra day's pay for such holiday in the week in which he or she returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his or her return. Under no circumstances shall extra pay referred to herein be construed to be holiday pay, nor shall it be construed to be as hours worked for weekly overtime.

Section 7.

When a holiday falls on a Saturday it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday it shall be celebrated on the following Monday. In those years in which Christmas Day and New Year's Day fall on a Saturday, the Christmas Eve and New Year's Eve holidays shall be celebrated on Thursday.

Section 8.

In any week in which the paid holiday falls, the work week shall be thirty-two (32) hours, and all hours worked in excess of thirty-two (32) hours in such week shall be paid at the rate specified in this Agreement.

## ARTICLE 29

### SICK LEAVE

Employees will receive eight (8) hours' sick leave for each month worked.

Employees must be employed for at least one (1) year before being eligible for any sick leave benefits.

Employees can accumulate up to one hundred and ten (110) days of sick leave.

Charges against sick leave will be based on actual hours absent from the job. Illness of more than two (2) days will require a doctor's certificate and may be required for two (2) days' illness or less where an employee is habitually absent.

Where an employee is injured on the job and receives Worker's Compensation, sick leave accumulation may be used to supplement compensation and ensure a full pay period. The Employer will make up the difference between compensation payments and a normal day's pay and charge one-half ( $\frac{1}{2}$ ) day sick leave time against employee's accumulated sick leave.

Upon death or retirement, employees shall be paid for two-thirds ( $\frac{2}{3}$ ) of all accumulated sick days, not to exceed thirty (30) days. For purposes of this Article, retirement shall mean normal retirement as defined in the Employer's pension plan and/or an employee receiving regular or disability Social Security benefits. Any employee that starts on July 1, 1997 or after, but before July 1, 1998, will be paid for two-thirds ( $\frac{2}{3}$ ) of all accumulated sick days not to exceed twenty (20) days. Any employee that starts July 1, 1998 or after, but before July 1, 1999, will be paid for two-thirds ( $\frac{2}{3}$ ) of all accumulated sick days not to exceed ten (10) days. Any employee who starts July 1, 1999 or later will not be paid for any accumulated sick days.

### ARTICLE 30

#### PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he or she is effectively released from duty.

Employees called to work shall be allowed sufficient time, without pay, to get to the job.

The Employer must put the employee's hours worked and hourly rate on the pay check stub.

### ARTICLE 31

#### FUNERAL LEAVE

Employees will receive time required, not to exceed three (3) days, to attend funeral of mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, or any relative living in employee's household. Employee will receive a regular day's pay for this time off. Upon approval of department head, employee may receive up to four (4) hours' time off, with pay, to attend local funeral of relative or close friend.

### ARTICLE 32

#### GENERAL PROVISIONS

##### Section 1. Job Openings.

In the event of job openings covered by this Agreement, the Employer shall post said openings for one (1) week. Employees shall be permitted to bid for such job openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult

with the Union Steward or Union representative before filling job openings. Employees transferred through such procedure will be given a thirty (30) day trial period on the job to which they were transferred. If the employee remains on the job after the trial period, he or she shall not be allowed to bid again for a six (6) month period from the date of the job change.

#### Section 2. Posting of Notices

The Employer agrees to the posting within his or her business premises of notices of Union meetings and other legitimate notices by an elected or appointed official of the Local Union.

#### Section 3. Coffee Break

A coffee break of fifteen (15) minutes morning and afternoon shall be allowed.

#### Section 4. Union Activities

Any employee, members of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his or her acts as such officer of the Union, so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

#### Section 5. Commercial Driver's License

All employees shall be required to obtain and maintain a commercial driver's license (CDL) together with any endorsements necessary to perform the duties within his or her classification as required by state or federal law.

For any employee covered by this Agreement who is on the payroll on or before July 1, 1991, the Employer agrees to pay for the initial CDL and endorsements only. The costs of any renewals or additional requirements shall be the responsibility of the employee. Any employee hired after July 1, 1991 shall be responsible for all costs of the CDL and endorsements.

The Employer agrees to make available the necessary vehicles or equipment for a road test, if required. If a physical examination is required by law to obtain or maintain a CDL, the Employer shall pay the full cost of such physical provided it is conducted by a physician of the Employer's choosing.

Every employee shall be required to immediately notify the Employer of any suspension, restriction or revocation of his or her driver's license.

Employees who fail to obtain or maintain a required drivers license shall be granted a leave of absence up to a period of ninety (90) days for the purpose of obtaining such license. During this leave of absence, the employee will not lose benefits or seniority and may use earned and available vacation time for this leave, or may accept the leave without pay. An employee who fails to obtain or maintain the required CDL and endorsements by the expiration of such leave shall be laid off. If the employee subsequently obtains the required CDL and/or endorsements, he or she shall be subject to recall, provided an opening exists as determined by the Employer and according to the terms of this Agreement.

If an employee's job classification calls for a Chauffeur's License, the employee must obtain one and the Employer will pay cost.

#### Section 6. Inspection Privileges

Authorized agents of the Local Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

#### Section 7. Lodging.

All employees out of town on Employer business shall be paid for all meals and lodging subject to the Employer's Travel Policy. (Copy available.)

Section 8. Special Program Employees

The Employer and the Union shall negotiate the rates of pay and benefits for any special federal or state program of six (6) months' duration or less.

ARTICLE 33

SUBSTANCE ABUSE POLICY

The employees and the Employer agree to abide by the D.P.W.'s Substance Abuse Policy.

ARTICLE 34

TERMINATION OF AGREEMENT

Section 1.

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

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2000, or June 30th of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

Section 4.

In the event of an inadvertent failure by either party to give the notice set forth in Sections 1, 2, and 3 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF SCOTTVILLE

Gregory F. Wilson  
Timothy R. Mendenhall

\_\_\_\_\_  
\_\_\_\_\_

Dated: 4-15-98

TEAMSTERS STATE, COUNTY AND  
MUNICIPALWORKERS LOCAL 214

Gerald R. Rinehart  
A. E. Carnahan - Agent

\_\_\_\_\_  
\_\_\_\_\_

Dated: 4-24-98

SCHEDULE "A"

WAGES

Increase wages for year one (1) of the contract by 2.5%, year two (2) by 3.0%, and year three (3) by 2.5%.

A new employee will start One Dollar (\$1.00) less than the current rate and receive a Fifty Cents (50¢) increase after one (1) year of service. Upon the completion of two (2) years of service, the employee would be moved to the top rate.

Wage Scale would be as follows:

<u>Equipment Operator</u>	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Start	\$11.51	\$11.89	\$12.21
One plus year of service	\$12.01	\$12.39	\$12.71
Two plus years of service	\$12.51	\$12.89	\$13.21
<u>D.P.W. Foreman</u>	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Start	\$12.33	\$12.73	\$13.07
One plus year of service	\$12.83	\$13.23	\$13.57
Two plus years of service	\$13.33	\$13.73	\$14.07