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6/30/2000

1997 - 2000

AGREEMENT

between

CITY OF STANDISH - DEPARTMENT OF PUBLIC WORKS

and

TEAMSTERS LOCAL UNION NO. 486

affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

July 1, 1997 through June 30, 2000

Standish, City of

000100

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July 1, 1997 through June 30, 2000

I N T R O D U C T I O N

THIS AGREEMENT, made and entered into, by and between City of Standish - Department of Public Works located at Standish, Michigan, party of the first part, and hereinafter termed the Employer, and Teamsters Local Union No. 486, affiliated with the International Brotherhood of Teamsters, Located at Saginaw, Michigan, party of the second part, hereinafter called the Union.

WHEREAS, the parties recognize that the interests of the community and the job security of the employees depend upon the City's success in establishing proper service to the public; and

WHEREAS, it is the desire of the parties to promote orderly and peaceful labor relations; and

WHEREAS, the parties agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operation conditions, and means of adjustment of disputes which may arise between the parties; and

WHEREAS, the City and Union have bargained collectively in accordance with Act 379 of the Public Acts of 1965, as amended, and have reached certain agreements with respect to wages, hours, and other terms and conditions of employment with respect to the bargaining unit as defined herein; and;

WHEREAS, the City and the Union now desire to execute a written agreement which incorporates their agreements;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1

RECOGNITION: AGENCY SHOP AND DUES

Section 1. RECOGNITION: (a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classification of employees covered by this Agreement and listed in Article 29.

(b) The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons 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.

Section 2. AGENCY SHOP: (a) Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive 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 own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs one (1) and two (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.

(d) If any provision of the article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirement of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3. CHECK-OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owned and to be deducted for

such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with State law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or Federal law. No deduction shall be made which is prohibited by applicable law.

Section 4. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. These donations are not U.S. Tax deductible. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters, c/o International Brotherhood of Teamsters, 25 Louisiana Avenue, N.W., Washington, D.C. 20001, on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employee's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 2

MANAGEMENT'S RIGHTS

The management of the municipality in all its phases and details shall remain vested in the Employer; however, the Employer shall recognize the rights of the employees and the Union as provided under this Contract.

ARTICLE 3

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, 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 agreements shall be null and void.

ARTICLE 4

SENIORITY

Section 1. ADDITIONAL HELP: When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 2. NEW EMPLOYEES: A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) calendar day trial basis, during which period he may be discharged without further recourse; provided however, that the Employer may not discharge of discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) calendar days, the employee shall be placed on the regular seniority list.

Section 3. SENIORITY LIST: The Employee shall post or provide a list of the employees arranged in order of their seniority.

Section 4 LAYOFF- RECALL (a) 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 should 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.

(b) In the event of a layoff, an employee so laid off shall be given ten (10) calendar days' notice of recall mailed to his last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 5. CONTROVERSIES: Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

Section 6. LOSS OF SENIORITY: Seniority shall be broken only by any of the following events:

1. The employee quits, or
2. The employee is discharged, or
3. The employee fails to give notice of his intent to return to work within three (3) working days and/or fails to report for work within seven (7) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Company with a current address, or
4. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
5. The employee overstays a medical leave of absence without advising the Employer of a reason acceptable to the Employer, or
6. The employee gives a false non-medical reason in requesting a leave of absence or engages in other employment during such leave of absence or
7. A settlement with the employee has been made for total disability through workmen's compensation and said employee in writing waives or terminates all employment rights, or
8. The employee is retired, or
9. The employee is laid off, and has not worked for the Employer for a continuous period exceeding twelve (12) calendar months, or
10. The employee falsified pertinent information on his application for employment relating to workmen's compensation claims or prior injury, or
11. The employee participates in any strike, sit-down, stay-in, slowdown, curtailment of work, restriction of production, interference with the operation of the Company, or any picketing during the term of this Agreement.

Section 7. NON-UNIT WORK: Employees who leave the classifications of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit.

ARTICLE 5

DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. DISCHARGE: The Employer shall not discharge nor 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 the same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in 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 discharge or suspension. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 6 hereof.

Section 2. UNIFORM RULES: It is recognized that the Management of the City, has the right to establish reasonable rules, regulations, policies, and procedures governing the discipline, duties and rules of conduct for the employees to follow. Disputes regarding reasonableness of rules and the issuing of discipline under said rules shall be subject to the grievance procedure.

Section 3. UNION ACTIVITIES: Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his 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.

ARTICLE 6

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, slow-downs, walk-outs or any other cessation of work, or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

A "grievance" shall mean a specific charge by an employee or group of employees based upon an event, condition or circumstance under which an employee works that a provision of this Agreement has been violated or misinterpreted, but shall not pertain to matters not covered by this Agreement which may be the subject of negotiation if this contract is renegotiated.

Section 2. (a) Should any grievance, dispute or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the shop steward, or both, and the department head.

Step 1-A Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided for by the Local Union.

Step 2. By conference between an official or officials of the Union and the Manager, or representative of the Employer delegated by the manager, or both.

Step 3. In the event the last step fails to settle the complaint it shall be referred to an impartial arbitrator upon the request of either party. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(b) Either party may submit a list to the other, said list to contain the names of responsible citizens, any of which shall be capable of handling an arbitration. The parties shall select one individual from the lists and that person shall act as the impartial arbitrator. If no agreement can be reached on the selection of the impartial arbitrator, he shall be appointed by the Michigan Labor Mediation Board.

The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties.

The impartial arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable, under the terms of this Agreement.

The impartial arbitrator shall have the authority to order full, partial, or no compensation for time lost.

(c) Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) days after such has happened.

Section 3. LIMITATIONS OF AUTHORITY AND LIABILITY: No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. However, in all cases of any illegal strike, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during any such unauthorized work stoppage shall have the sole and complete right of discharge. Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

Section 4. The Employer shall have the right to immediately discharge any Union member participating in any illegal strike, walk-out or any other illegal cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 5. Should either party not accept and abide by the procedure set forth in this article or the decisions resulting therefrom, then in such instance, either party shall have the right of other legal recourse.

Section 6. The cost of the impartial arbitrator shall be shared equally by the Employer and the Union.

Section 7. Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 6 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 7

STEWARD

Section 1. The City recognizes the right of its employees to elect a Steward and Alternate Steward, to serve in the absence of the Steward, for the purpose of handling Contract grievances. The Steward and Alternate steward will be regular seniority employees of the Department.

Section 2. The Union will immediately notify the City in writing of the names of the Steward and Alternate Steward and any changes of personnel in these positions. The City will not recognize any Steward or Alternate Steward until such notification has been provided.

Section 3. Neither the Union nor any of its officers nor any Steward or Alternate Steward shall advise or direct employees to disregard the lawful orders or instructions of Management.

Section 4. The Steward may perform the following duties and activities.

1. The Steward during his working hours, without loss of time or pay, may in accordance with the terms of this Section, investigate and present grievances to the City, upon having received permission from his supervisor. The Supervisor will grant permission provided that the Steward's absence will not interfere with the work of the Department. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and Stewards will perform their regular assigned work at all times, except as provided herein. Any alleged abuse by either party will be the proper subject for a Special Conference.
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information;
 - (a) have been reduced to writing; or,

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a job steward and his alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward or his alternate has taken strike action, slow-down or work stoppage in violation of this Agreement.

One (1) steward only shall be granted super-seniority for all purposes including layoff and rehire; this provision shall not apply to alternate stewards.

ARTICLE 8

ABSENCE

Section 1. Any employee desiring a medical leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from the Employer. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance and pension payments before the leave may be approved. Disputes regarding the unreasonable denial of a leave of absence shall be handled through the grievance procedure.

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 length of time off. The Union agrees that, in making its request for 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 9

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his 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 the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

ARTICLE 10

VISITS BY UNION REPRESENTATIVE

The Teamster Representative shall have reasonable access to the City's premises where unit employees work for the purpose of adjusting grievances, representing members of the Union, investigating working conditions and ascertaining that the Agreement is being adhered to, at any time during working hours; provided the visit does not interrupt the normal work of the Department.

ARTICLE 11

BULLETIN BOARDS

Section 1. The City shall provide the Union with a bulletin board for posting of notices set forth in Section 2 below.

Section 2. UNION BULLETIN BOARDS: Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections, appointments and results thereof.
3. Notices of Union meetings.
4. Notices of Union education classes, conferences or conventions.

No other notices shall be posted thereon.

ARTICLE 12

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 reports for work and register in, until the time he is effectively registered out from duty.

ARTICLE 13

PAY PERIOD

Section 1. PAY DAY: All regular employees covered by this Agreement shall be paid in full each week. All other employees shall be paid at the end of their working period. Not more than seven (7) days shall be held from a regular employee. The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. The sweeper shall receive his check at the end of his eight (8) hour work period (10:30 A.M. - summer months).

ARTICLE 14

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

ARTICLE 15

EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 1. The City, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide public services to the citizens of Standish. Bearing this in mind, the City shall always consider the personal safety of the employees in establishing operations procedures. Likewise, employees shall observe all safety rules and regulations. The Union and the City shall cooperate in enforcing all such measures.

Section 2. The employees shall use and make every effort to preserve the devices and equipment provided for their safety. The City agrees to provide safety equipment required by Michigan law and recognizes its responsibility to properly maintain such equipment.

Section 3. An employee involved in an accident while on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action, unless such failure is reasonable under the circumstances.

Section 4. It is the duty of the employee to, and he shall immediately, report all defects in equipment or unsafe conditions to his immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, with one (1) copy each to be retained by the employee, his immediate supervisor, the Department Head, and the City Manager. In the event continued defects of equipment or unsafe conditions are experienced, a written complaint may be filed with the City Manager and taken up through the grievance procedure.

Section 5. In order to promote safety in the workplace, the City will establish a Safety and Welfare Committee which will meet with the City Manager on a regular basis to discuss issues of mutual concern. The Union may appoint one (1) member to this Committee.

Section 6. NEW EQUIPMENT: Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use within operations covered by this Contract, rates governing such operations and/or equipment shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use. Equipment presently in use and similar replacement equipment which is "on record" with the Union shall continue under the wage rates of this Contract.

ARTICLE 16

WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee 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.

Employees eligible and drawing Worker's Compensation, shall be paid the difference between the weekly compensation benefit and their regular forty (40) hours' pay by the Employer weekly, which shall result in their receiving full regular weekly earnings during any Worker's Compensation disability, which does not last beyond six (6) months. After six (6) months of such disability, the employee shall be eligible for only the Worker's Compensation benefit, as provided by the insurance carrier.

ARTICLE 17

MILITARY SERVICE

Employees enlisting or entering the military or naval service of the United States, pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (U.S.E.R.R.A.), shall be granted all rights and privileges provided by the Act.

ARTICLE 18

SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Contract or any riders thereto should be held 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 contract 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 of has been restrained, shall not be effected 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 Employer or the Union 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 within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 19

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, the Employer shall pay all money due to the employee on the payday in the week following such quitting.

ARTICLE 20

SANITARY CONDITIONS

The Employer agrees to provide clean sanitary washrooms having hot and cold running water with toilet facilities, if employees maintain same during work hours, unless otherwise mutually agreed to, provided maintenance of same may be a regularly assigned duty of employees.

ARTICLE 21

EXAMINATIONS AND IDENTIFICATION

Section 1. The City may require that employees submit to physical and mental tests and examinations, including tests and examinations concerning the use of drugs and/or alcohol (under the restrictions of the Employer's Drug and Alcohol Policy), by a City appointed physician or medical facility when such tests and examinations are considered necessary in maintaining a capable work force, employee health and safety, or public safety, or are otherwise job-related and consistent with business necessity; provided, however, that the City agrees to pay the cost of such tests and examinations. In the case of applicants for jobs, the City shall not be responsible for payment for any time spent on tests and examinations.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 2. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 22

MEAL PERIOD

Employees shall, except by mutual agreement, take one (1) continuous period for meals not less than or more than thirty (30) minutes in any one (1) day. No employee shall be compelled to take such meal period before he has been on duty four (4) hours or after he has been on duty six (6) hours.

ARTICLE 23

GARNISHMENTS

The Employer agrees to comply with current laws governing the garnishment of wages.

ARTICLE 24

PROFESSIONAL LIABILITY INSURANCE

The Employer shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be

acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Employer under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the City of Standish general liability insurance policy currently at \$5,000,000 and shall include the cost of defense, including attorney fees.

ARTICLE 25

NO STRIKE CLAUSE

Section 1. During the life of this Agreement, the Union shall not condone or permit its members to cause nor shall any member of the Union either directly or indirectly take part in a strike action.

Section 2. Any employee who engages in any of such prohibited conduct shall be subject to discipline. The grievance procedure set forth herein provides the sole remedy for the settlement of employees' grievances. Further more, the Union agrees that it will use its best efforts to prevent any of such prohibited conduct.

Section 3. The City agrees that during the life of this Agreement it will not lock out employees.

ARTICLE 26

SPECIAL CONFERENCES

Special conferences for important matters shall be arranged between the Union Representative and the City Manager or his designated representative upon the request of the Union or the City. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The employee Union Representative(s) shall not lose time or pay for time spent in such special conferences. Special conferences shall be arranged within fourteen (14) calendar days after said request is made. The City will submit to the Union written minutes of the matters taken up in special conference within fourteen (14) calendar days after said conference. Such minutes shall reflect a disposition of the matters discussed.

ARTICLE 27

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination in employment because of race, color, religion, sex, national origin, age, height, weight, marital status, disability/handicap, sexual orientation, political affiliation or any other reason prohibited by local, State or federal law or unrelated to one's ability to perform a given job.

The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the City or its representatives against any employee because of Union membership or because of any employee's activities in an official capacity on behalf of the Union. The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 28

DRIVER'S LICENSE AND INSURABILITY

(a) If an employee becomes either uninsurable due to the insurance carrier's restrictions to operate the City's motor vehicles or loses his/her driver's license, then a leave of absence shall be granted for a period of up to fourteen (14) months in order for the employee to rectify the loss of license. The inability to become licensed or insurable at regular premium rates within the above-mandated leave of absence will result in discharge.

(b) The Employer may require employees to possess appropriate driver's license designations (i.e., class two or commercial driver's license) as a condition of maintaining status (or promoting into) a job classification requiring such credentials. Loss of required driver's license designation may result in demotion if the Employer, within its sole discretion is unable to maintain the employee's current job classification. Inability to maintain required driver's license designation shall result in denial of promotion.

ARTICLE 29

MINIMUM WAGE RATES

<u>CLASSIFICATIONS:</u>	Effective:	<u>7/1/97</u> Per Hr.	<u>7/1/98</u> Per Hr.	<u>7/1/99</u> Per Hr.
Water & Sewer Superintendent (with license)		\$12.90	\$13.29	\$13.69
Crew Leader (with license)		\$12.90	\$13.29	\$13.69
Water & Sewer Operator		\$12.38	\$12.75	\$13.13
Water Distribution Operator		\$12.17	\$12.54	\$12.92
Mechanics		\$11.60	\$11.95	\$12.31
Equipment Operator/Utility		\$11.49	\$11.83	\$12.18

Newly hired employees shall be paid a progression probationary rate as follows, below the Contract's top rate:

Start through 30th calendar day...less 30¢ per hour

31st through 60th calendar day....less 20¢ per hour

61st through 90th calendar day....less 10¢ per hour

After 90 calendar days.....full top contract rate

All employees hereinafter employed by the City in the classification of mechanic shall meet all state requirements for mechanics with the applicable licenses, permits and/or certifications. All other employees hereinafter hired by the City shall be classified as equipment operators or utility laborers.

Any employee assigned to additional duties as airport manager shall receive a one thousand dollar (\$1,000) stipend per Contract year for the additional responsibilities. Such stipend shall be paid December 1st of each year and shall be pro-rated for partial Contract years.

ARTICLE 30

CALL-IN DEVICE

One (1) employee each week on a rotating basis, shall be responsible for carrying a call-in device on a twenty-four (24) hour seven (7) days per week basis. Such employee responsible for the so-called call-in device shall be paid an additional twelve (12) hours pay at the rate of one and one-half (1½) times that employee's regular rate of pay. If said employee is actually called in to work, that employee shall also receive pay at the contractual rate for the actual time worked.

ARTICLE 31

HOURS

Section 1. HOURS: (a) The regular work day shall commence on Monday, 7:00 A.M. to 3:30 P.M. Monday through Friday each week. However, the street sweeper shall continue to work Fridays from 2:00 A.M. to 10:30 A.M. during the summer months. Employees called in prior to their regular starting time shall work these hours in addition to their regular eight (8) hour schedule.

(b) All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay, Monday through Friday.

(c) In the event that an employee does not work of his own volition during one (1) of his regularly scheduled days his weekly guarantee shall be reduced on the basis of eight (8) hours for each day.

Section 2. CALL-IN PAY: (a) Any employee called in to work any day Monday through Friday during regular working hours shall be guaranteed eight (8) hours' pay at the rate specified in this Agreement.

(b) Any employee called in to work on Saturday or Sunday shall be guaranteed two (2) hours, the pay rate as specified in this Agreement.

(c) RE-CALL: Any employee recalled to work after completing a work shift, shall be guaranteed two (2) hours' work or pay, at the rate specified in this Agreement.

Section 3. DAILY AND WEEKLY OVERTIME: (a) Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half (1½) shall be paid for all overtime in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, but not both.

(b) Scheduling of work shall be according to classification. Overtime shall be distributed fairly and equitable among employees in each job classification.

Section 4. SATURDAY AND SUNDAY WORK: (a) Time and one-half (1½) the regular hourly rate shall be paid for all work performed on Saturday or Sunday.

(b) Work performed Saturday or Sunday shall not apply against the guarantee but must be paid in addition to the guarantee.

(c) The employee responsible for being on call during any week shall also perform any and all necessary work at the Water and Sewage Plant Lift Station on Saturday and Sunday.

(d) Those employees who are assigned to the Sewer Plant shall also be scheduled for on-call rotation with the additional responsibility of performing any and all necessary work at the Sewer Plant. When said employees are not assigned on-call rotation, said employee shall be responsible for all necessary work performed on weekends at the Sewer Plant. All work performed by said employee on Saturday and Sunday shall be paid at the rate of one and one-half (1½) times their classification pay, with a minimum of two (2) hours pay daily.

(e) Employees who are scheduled to work holidays for on-call rotation at the Water Plant, Sewer Plant and Lift Station shall be paid a minimum of four (4) hours pay at two (2) times their regular rate in addition to eight (8) hours pay outlined in Article 30, Section 1.

ARTICLE 32

JURY DUTY

A seniority employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the City in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working straight time hours for the City on that day, and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day or one-half (½) day for which he reports or performs jury duty and on which he otherwise would have been scheduled to work for the City.

The employee who reports for jury duty and is excused at or prior to his lunch break shall report to work as soon as is reasonable and shall finish his normally scheduled work day.

In order to receive payment, the employee must give the City prior notice that he has been summoned for jury duty and must turn in satisfactory evidence that he reported for or performed jury duty on the days for which he claims payment.

ARTICLE 33

VACATIONS

Section 1. ELIGIBILITY: (a) All employees, members of the Union, shall become eligible for one (1) week vacation (forty [40] hours) with pay, when they have attained one (1) year 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, members of the Union, shall become eligible for two (2) weeks vacation with pay eighty (80) hours when they have attained two (2) 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, members of the Union, shall become eligible for three (3) weeks vacation with pay (one hundred twenty [120] hours) when they have attained five (5) 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, members of the Union, shall become eligible for four (4) weeks vacation with pay (one hundred sixty [160] hours) when they have attained fifteen (15) 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) VACATION MERIT DAYS: In addition to the vacations outlined above, employees will be eligible for the following vacation merit days:

6 years	15 days	plus 1 merit day
7 years	15 days	plus 2 merit days
8 years	15 days	plus 3 merit days
9 years	15 days	plus 4 merit days
10 years	15 days	plus 5 merit days
11 years	15 days	plus 6 merit days
12 years	15 days	plus 7 merit days
13 years	15 days	plus 8 merit days
14 years	15 days	plus 9 merit days
15 years	20 days	plus 10 merit days

(f) Employees failing to work nine (9) months of a qualifying year for vacation purposes will be paid on a pro rata basis, deducting one-twelfth (1/12) of the vacation which would have been due for each month of work lost during the qualifying year. This pro rated vacation shall not apply to an employee's first (1st) year of employment.

Section 2. AMOUNT OF VACATION PAY: (a) Each week of vacation pay shall be equal to 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 straight-time hourly rates.

(c) Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of Employer and Union.

(d) Vacation pay shall be paid to the employee before leaving on his vacation.

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 efficient operation of the Company.

(b) Subject to Section 3 (a) above, vacation requests shall be granted according to seniority.

(c) Any employee who has earned his vacation and is separated from his employment before taking it, shall be paid the amount earned at the time of separation.

(d) Any employee desiring vacation time or a leave of absence shall notify the Employer of this request two (2) weeks prior to the desired time away from work.

Section 4. Employees shall be credited with six (6) personal leave days per calendar year. If unused at the year's end, personal days shall be bought out in full or converted into the sick bank (on a one-to-one ratio), but the personal days shall not accumulate from one year to the next. Personal days are intended for emergency use and not to replace vacation or sick days, and may be taken only with approval of the supervisor. This article becomes effective January 1, 1989.

ARTICLE 34

HOLIDAYS

Section 1. Employees shall not be required to work except in emergency cases. Employees shall be paid eight (8) hours pay at the straight-time hourly rate for the following ten (10) holidays provided they comply with the qualifications set forth hereunder. Said holidays and their dates of celebration for the purposes of this Contract are as follows:

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
New Year's Day	-	Jan 1	Jan 1	Dec 31
Good Friday (all day)	-	Apr 10	Apr 21	Apr 2
Memorial Day	-	May 25	May 31	May 29
Fourth of July	July 4	July 3	July 5	July 4
Labor Day	Sept 1	Sept 7	Sept 6	Sept 4
Veteran's Day	Nov 11	Nov 11	Nov 11	Nov 10
Thanksgiving Day	Nov 27	Nov 26	Nov 25	Nov 23
Day following Thanksgiving	Nov 28	Nov 27	Nov 26	Nov 24
Christmas Eve Day	Dec 24	Dec 24	Dec 23	Dec 25
Christmas Day	Dec 25	Dec 25	Dec 24	Dec 26
New Year's Eve Day	Dec 31	Dec 31	Dec 30	Jan 1

Section 2. Employees called in to work on any of the above listed holidays shall be paid a minimum of four (4) hours pay at two (2) times their regular rate 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 it is provided that employees must work the regular scheduled workday which immediately precedes or follows the holiday except in cases of proven illness or unless the absence is mutually agreed to.

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 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 shall receive an extra day's pay for such holiday in the week in which he 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 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. In any week in which the paid holidays fall, the guaranteed 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 of one and one-half (1½) times the regular rate of pay.

ARTICLE 35

SICK LEAVE

Section 1. ELIGIBILITY: (a) Employee shall be granted six (6) days of sick leave with pay in each calendar year. Employees are eligible for sick leave after their probationary period, at the rate of four (4) hours per month. When disability insurance is provided by the City, the City shall be liable only for the difference between such insurance benefits and the employee's regular rate of pay throughout the authorized sick leave period. This article shall become effective January 1, 1989.

(b) Employees must be on the active payroll to earn sick leave benefits.

Section 2. AMOUNT OF PAY: Payment for sick leave days shall be for an eight (8) hour day, computed towards overtime as it actually worked.

Section 3. SICK LEAVE BANK: Employees shall be allowed to accumulate sick days into a bank up to a maximum of fifty-five (55) days.

Section 4. An employee who has been abusive in his use of sick leave shall submit to the Employer a written physician's certification of illness to be eligible for sick leave pay.

ARTICLE 36

FUNERAL LEAVE

In the event of death of an employee's spouse, children, mother, father, mother-in-law, father-in-law, brother or sister, grandparents and grandchildren, such employee shall be granted a leave of absence with pay for a period of three (3) consecutive days. IN the event of death of an employee's aunts, uncles or first cousins, such employee shall be granted a leave of absence with pay on the day of the funeral, provided the employee loses time from work on such day.

Each day of funeral leave pay shall be computed at eight (8) hours of straight time pay. Funeral leave pay shall not be used for purposes other than to attend funerals as outlined above, and payment is to be made only for time lost from work on scheduled work days up to and including the day of the funeral.

In all cases of funeral leave a statement from the funeral director attesting the employee's attendance must be submitted to the City.

ARTICLE 37

INSURANCE

Section 1. BLUE CROSS: The City shall pay one hundred percent (100%) of the cost connected with providing insurance benefits for employees and their dependents, according to the Blue Cross policy now in effect. The Drug Rider for family coverage provided shall be a three dollar (\$3.00) co-pay. Effective January 1, 1996, employees shall pay toward monthly premium as follows:

\$5.00 per mo. - 2 Persons
\$10.00 per mo. - Family

Employees shall pay the full cost of dependent rider continuation

Section 2. LIFE INSURANCE: The City shall pay the full cost connected with providing twenty-five thousand dollars (\$25,000) of life insurance for employees covered by the Labor Agreement.

Section 3. SICKNESS & ACCIDENT INSURANCE: The Employer shall provide and pay the cost of providing sickness and accident insurance on all employees, after their probationary period. Such insurance shall pay employees three hundred fifty dollars (\$350) per week for a maximum of fifty-two (52) weeks for sickness or off-the-job injuries. These weekly benefits shall begin after the fifteenth (15th) calendar day of disability.

Section 4. DENTAL INSURANCE: The Employer will pay the full cost of providing employees with Family Dental Coverage (Basic Program).

Section 5. VISION INSURANCE: The Employer will pay the full cost of providing employees with vision care insurance for the employee and their dependents through SVS Vision. Such plan shall be identified as SVS Plan 2 which provides coverage every twenty-four (24) months.

Section 6. The insurance coverage shall remain the same as that in effect as of the signing of this Agreement, except by mutual agreement of the parties.

ARTICLE 38

PENSION

Section 1. PENSION: The present retirement plan administered by the Michigan Municipal Employees retirement System shall be upgraded and changed so that the City of Standish shall pay one hundred percent (100%) of all funding for such retirement plan. It is the intent of all parties to this agreement that the same percentage of contribution presently being jointly made will be maintained and paid totally by the City.

Section 2. Effective July 1, 1996, the MERS plan provided shall include the B-4 base. Effective July 1, 1990, the MERS plan provided shall include the F-50/25 rider.

ARTICLE 39

PART-TIME EMPLOYMENT

Section 1. The parties agree that as a supplement to the regular full-time employees, the City may hire one regular part-time individual, however, this does not prohibit the City from hiring additional part-time employees temporarily and in unusual circumstances. These individuals may work any time during the year at the discretion of the Employer. The current part-time individual will be a member of the bargaining unit. S/he shall not replace or displace any full time regular employee. This individual shall be covered by all terms and conditions therein except.

The provisions of Article 26, shall not apply. The guarantee of Article 27 (b) shall not apply. Part-time employees will not be eligible for overtime except by mutual agreement of the parties or in emergencies. Article 4, seniority, shall not apply except for Section 2 thereof. The provisions of Article 36, Section 6; Article 34; Article 33; Article 32; Article 31; Article 30; Article 29 and Article 28 also do not apply, unless by mutual agreement.

A part-time employee shall be able to bid on any open full-time bidded position, provided s/he meets the minimum qualifications and his/her seniority date shall begin at that time. However, the probationary period shall be considered met. The part-time individual's hours shall beset by the Employer with a maximum of thirty-five (35) per week except by mutual agreement of the parties.

<u>Section 2. WAGES:</u>	Effective:	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
		\$ 9.58	\$ 9.58	\$ 9.58

ARTICLE 40

EDUCATIONAL REIMBURSEMENT

At the discretion of the Employer, the Employer will reimburse employees covered by this Agreement one hundred percent (100%) of their tuition, book and material costs concerning certain specified courses which relate to the employee's employment and are preapproved by the Employer. The following procedure must be followed:

1. The employee must receive prior written approval from the Employer before enrolling for the course.
2. Taking the course cannot interfere with the employee's work schedule.
3. The employee must complete the course and receive a grade of "C" or better.
4. The cost of tuition, books and materials covered by the Employer, will be reimbursed after the employee presents the Employer with proof that he has completed the course and received a grade of "C" or better.

ARTICLE 41

GENERAL PROVISIONS

Section 1. JOB OPENINGS: In the event of job openings covered by this Agreement, the Company 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.

Section 2. JOB CLASSIFICATIONS: (a) Any employee transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification. If more than four (4) hours are worked on the higher classification, the employee shall be paid for all hours worked that day at the higher classification rate.

(b) Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period.

(c) Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

Section 3. RESIDENCE OF EMPLOYEES It is mutually agreed that no employee shall be required to reside within the City Limits of Standish as a condition of continued employment.

Section 4. REST PERIODS: All employees shall receive a fifteen (15) minute paid rest period during each four (4) hour work period, provided such rest periods are not taken in a public eating establishment.

Section 5. The City, after discussion with the Union, shall have the right to establish reasonable work rules and upon the agreed establishment of such work rules, all employees shall be subject to the grievance procedure.

Section 6. EMPLOYEE CLOTHING: All employees shall be provided with four hundred dollars (\$400) worth of work clothing and/or work shoes per year. Each employee is entitled to this amount as an individual and that portion not used by one employee cannot be used by another. This work clothing allowance is not cumulative and must be used during the Contract year.

ARTICLE 42

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 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 legal recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached, may be reopened for negotiation between the parties June 30, 2000 provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to June 30, 2000. If no such notice is given, the said Schedule "A"

shall continue on from year to year. In the event the parties cannot agree upon the requested revisions in Schedule "A", the Union shall have the right to legal recourse in support of its demands.

Section 4. In the event of an inadvertent failure by either party to give notice as set forth in this article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be 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.

FOR THE EMPLOYER
City of Standish
Department of Public Works

BY *[Signature]*

DATE _____

BY *Peggy S Butch*

DATE 11-10-97

FOR THE UNION
Teamsters Local No. 486,
affiliated with the International
Brotherhood of Teamsters

BY _____
Secretary-Treasurer

DATE _____

BY _____
Business Agent

DATE _____

1 1

4. Article 2, Schedule "A": Delete current language. See Management's Rights, above.
5. Article 5, Discharge, Discipline, Discrimination, Section 2, Uniform Rules: Delete current language. Add the following.

It is recognized that the Management of the City, has the right to establish reasonable rules, regulations, policies, and procedures governing the discipline, duties and rules of conduct for the employees to follow. Disputes regarding reasonableness of rules and the issuing of discipline under said rules shall be subject to the grievance procedure.

6. Article 7, Stewards: Modify to read as follows.

Section 1. The City recognizes the right of its employees to elect a steward and Alternate Steward, to serve in the absence of the Steward, for the purpose of handling Contract grievances. The Steward and Alternate Steward will be regular seniority employees of the Department.

Section 2. The Union will immediately notify the City in writing of the names of the Steward and Alternate Steward and any changes of personnel in these positions. The City will not recognize any Steward or Alternate Steward until such notification has been provided.

Section 3. Neither the Union nor any of its officers nor any Steward or Alternate Steward shall advise or direct employees to disregard the lawful orders or instructions of Management.

Section 4. The Steward may perform the following duties and activities.

1. The Steward during his working hours, without loss of time or pay, may in accordance with the terms of this Section, investigate and present grievances to the City, upon having received permission from his supervisor. The Supervisor will grant permission provided that the Steward's absence will not interfere with the work of the Department. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and Stewards will perform their regular assigned work at all times, except as provided herein. Any alleged abuse by either party will be the proper subject for a Special Conference.
2. As in current Agreement.

3. As in current Agreement.

Second paragraph, no change.
Delete third paragraph.

Fourth paragraph, no change.

7. Article 8, Absences, Section 1: Modify to read as follows.

Any employee desiring a medical leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from the Employer. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance and pension payments before the leave may be approved. Disputes regarding the unreasonable denial of a leave of absence shall be handled through the grievance procedure.

Section 2. No change.

8. Article 10, Inspection Privileges: Delete current language. Add the following.

Article 10, Visits By Union Representative: The Teamster Representative shall have reasonable access to the City's premises where unit employees work for the purpose of adjusting grievances, representing members of the Union, investigating working conditions and ascertaining that the Agreement is being adhered to, at any time during working hours; provided the visit does not interrupt the normal work of the Department.

9. Article 11, Posting - Bulletin Boards: Delete current language. Add the following.

Article 11, Bulletin Boards: Section 1: The City shall provide the Union with a bulletin board for posting of notices set forth in Section 2 below.

Section 2: Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections, appointments and results thereof.
3. Notices of Union meetings.
4. Notices of Union education classes, conferences or conventions.

No other notices shall be posted thereon.

10. Article 15, Equipment, Accidents and Reports, Dangerous Work: Delete current language. Add the following.

Section 1. The City, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide public services to the citizens of Standish. Bearing this in mind, the City shall always consider the personal safety of the employees in establishing operations procedures. Likewise, employees shall observe all safety rules and regulations. The Union and the City shall cooperate in enforcing all such measures.

Section 2. The employees shall use and make every effort to preserve the devices and equipment provided for their safety. The City agrees to provide safety equipment required by Michigan law and recognizes its responsibility to properly maintain such equipment.

Section 3. An employee involved in an accident while on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action, unless such failure is reasonable under the circumstances.

Section 4. It is the duty of the employee to, and he shall immediately, report all defects in equipment or unsafe conditions to his immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, with one (1) copy each to be retained by the employee, his immediate supervisor, the Department Head, and the City Manager. In the event continued defects of equipment or unsafe conditions are experienced, a written complaint may be filed with the City Manager and taken up through the grievance procedure.

Section 5. In order to promote safety in the workplace, the City will establish a Safety and Welfare Committee which will meet with the City Manager on a regular basis to discuss issues of mutual concern. The Union may appoint one (1) member to this Committee.

Renumber old Section 4 to Section 6.

11. Article 17, Military Service: Delete current language. Add the following.

Employees enlisting or entering the military or naval service of the United States pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (U.S.E.R.R.A.), shall be granted all rights and privileges provided by the Act.

12. Article 21, Examinations and Identification Fees Section 1, First Paragraph: Delete. Add the following.

Rename Article 21, Examination and Identification, Section 1: The City may require that employees submit to physical and mental tests and examinations, including tests and examinations concerning the use of drugs and/or alcohol (under the restrictions of the Employer's Drug and Alcohol Policy), by a City appointed physician or medical facility when such tests and examinations are considered necessary in maintaining a capable work force, employee health and safety, or public safety, or are otherwise job-related and consistent with business necessity; provided, however, that the City agrees to pay the cost of such tests and examinations. In the case of applicants for jobs, the City shall not be responsible for payment for any time spent on tests and examinations.

Section 1, Second Paragraph: Leave as current.

Section 2: Leave as current.

13. Article 23, Garnishments: Delete current language. Add the following.

The Employer agrees to comply with current laws governing the garnishment of wages.

14. Article 24, Employee's Bail: Delete current language. Add the following.

Article 24, Professional Liability Insurance: The Employer shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Employer under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the City of Standish general liability insurance policy currently at \$5,000,000 and shall include the cost of defense, including attorney fees.

15. New Article 25, No Strike Clause : Section 1: During the life of this Agreement, the Union shall not condone or permit its members to cause nor shall any member of the Union either directly or indirectly take part in a strike action.

Section 2. Any employee who engages in any of such prohibited conduct shall be subject to discipline. The grievance procedure set forth herein provides the sole remedy for the settlement of employees' grievances. Furthermore, the Union agrees that it will use its best efforts to prevent any of such prohibited conduct.

Section 3. The City agrees that during the life of this Agreement it will not lock out employees.

16. New Article 26, Special Conferences : Special conferences for important matters shall be arranged between the Union Representative and the City Manager or his designated representative upon the request of the Union or the City. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The employee Union representative(s) shall not be paid time or pay for time spent in such special conferences. Special conferences shall be arranged within fourteen (14) calendar days after said request is made. The City shall submit to the Union written minutes of the matters taken up in special conference within fourteen (14) calendar days after said conference. Such minutes shall reflect a disposition of the matters discussed.

17. New Article 27, Non-Discrimination: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. There shall be no discrimination in employment because of race, color, religion, sex, national origin, age, height, weight, marital status, disability/handicap, sexual orientation, political affiliation or any other reason prohibited by local, State, or federal law or unrelated to one's ability to perform a given job.

The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the City or its representatives against any employee because of Union membership or because of an employee's activities in an official capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

18. New Article 28, Driver's License and Insurability:

(a) If an employee becomes either uninsurable due to the insurance carrier's restrictions to operate the City's motor vehicles or loses his/her driver's license, then a leave of absence shall be granted for a period of up to fourteen (14) months in order for the employee to rectify the loss of license. The inability to become licensed or insurable at regular premium rates within the above-mandated leave of absence will result in discharge.

(b) The Employer may require employees to possess appropriate driver's license designations (i.e., class two or commercial driver's license) as a condition of maintaining status (or promoting into) a job classification requiring such credentials. Loss of required driver's license designation may result in demotion if the Employer, within its sole discretion is unable to maintain the employee's current job classification. Inability to maintain required driver's license designation shall result in denial of promotion.

19. Article 29, Minimum Wage Rates: Modify crew leader classification to require appropriate licenses.

Increase crew leader wage rate to match water and sewer superintendent wage rate.

Increase all classifications effective 7/1/97 - 4%; effective 7/1/98 - 3%; effective 7/1/99 - 3%.

Add the following paragraph:

An employee assigned to additional duties as airport manager shall receive a one thousand dollar (\$1,000) stipend per Contract year for the additional responsibilities. Such stipend shall be paid December 1st of each year and shall be pro-rated for partial Contract years.

20. Article 34, Holidays: Modify dates to reflect new Contract term.

21. Article 37, Insurance: Add new Section 5, Vision Insurance: The Employer will pay the full cost of providing employees with vision care insurance for the employee and their dependents through SVS Vision. Such plan shall be identified as SVS Plan 2 which provides coverage every twenty-four (24) months.

22. Article 39, Part-Time Employment: Increase part-time wage rate three percent (3%) effective 7/1/97. No change balance of Contract.

23.. Article 41, General Provisions, Section 6, Employee Clothing: Increase amount from current three hundred dollars (\$300) per year to four hundred dollars (\$400) per year.

TEAMSTERS Local Union No. 486



• Principal Officer •
David Robinson
Secretary-Treasurer

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President

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November 6, 1997

City of Standish
PO Box 726
Standish, MI 48658-0726

ATTN: Peggy Burtch, City Manager

Dear Ms. Burtch:

Enclosed you will find a copy of the corrected pages to the new Collective Bargaining Agreement between City of Standish and Teamsters Local #486.

Please make the appropriate number of copies and insert into the Contracts we sent you previously.

Upon our receipt of the Contracts with your signatures affixed, we will sign, process and return a copy to you.

Sincerely,

Ed Morin
Business Agent

EM:jel
enc:

REC'D NOV 10 1997



