

4174

6/30/2002

AGREEMENT BETWEEN
CITY OF WHITEHALL
and
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214 - DPW UNIT

Effective July 1, 1997 Through June 30, 2002

Whitehall, City of

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AGREEMENT

THIS AGREEMENT, made and entered into this first day of July, 1997, by and between the CITY OF WHITEHALL, MICHIGAN, located at Whitehall, Michigan, party of the first part, and hereinafter termed the "Employer", and TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter termed the "Unions".

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of establishing fair wage scales, working conditions and hours of employees of the Employer, to maintain and increase efficiency and quality of service; to avoid interruptions or interference with efficient operations of the Employer; and 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 and to express the complete agreement between the parties.

WITNESSETH:

ARTICLE 1 - RECOGNITION

- Section 1.1 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 as set forth in Schedule "B".
- Section 1.2 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.
- Section 1.3 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 agreement shall be null and void.

- Section 1.4 (A) It shall not be a condition of employment that anyone be required to join the Union. However, each employee who, on the effective date of this agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of continued employment, continue membership in the Union for the duration of this Agreement. If for any reason of conscience any employee thereafter hired and covered by this Agreement does not choose to become a member or to pay the dues payable by the membership, such non-member shall, as a condition of continued employment, pay to the Union an equivalent fee in lieu of said dues through the checkoff procedure within thirty (30) days after completion of the probationary period.
- (B) In the event the dues and assessments, or the equivalent fee in lieu thereof, shall not be paid, the Employer, upon receiving a signed statement by the Union indicating an employee has failed to comply with such condition, shall within thirty (30) days notify such employee that his or her services shall be discontinued as of the end of the month the notice was received.

Section 1.5 The Employer will deduct the uniformly levied dues of the Union members upon receipt of a properly executed authorization for dues deduction on a monthly basis on the first pay period of each month provided the earnings of said employees for that month exceeds the amount of such dues; and the Employer shall remit such deductions to the financial officer of the Union no later than thirty (30) days from the date of such deduction.

ARTICLE 2 - MANAGEMENT

Section 2.1 The Employer shall remain vested with all management functions, including but not limited to, the direction of the work forces; the full and exclusive right to hire, promote, demote, discharge, discipline employees; to promulgate reasonable rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to change existing methods and facilities and to introduce new or improved facilities; 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 and Layoff for lack of work; to control, direct and supervise all equipment, subject to the terms of this Agreement and to contract out for goods and services; and reserving to Employer all managerial

prerogatives, present and future, restricted only by the specific and express terms hereof the contrary.

ARTICLE 3 - MATTERS CONTRARY TO AGREEMENT

Section 3.1 This Agreement revokes and cancels all other understandings and agreements heretofore made or entered into, as this Agreement embodies the complete understanding of the parties.

ARTICLE 4 - SEVERABILITY AND NONDISCRIMINATION

Section 4.1 If any provisions of this Agreement or any application of the provisions of this Agreement shall be found contrary to law or unenforceable, then such provisions shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

Section 4.2 The Employer and the Union agree that no employee will be discriminated against by reason of race, color, religion, national origin, sex, age, height, weight or marital status or any other protected category to the extent that such discrimination is prohibited by law.

ARTICLE 5 - STRIKE PROHIBITION

Section 5.1 The Union recognizes that strikes (as defined in Section 1 of Public Act 337 of 1947, as amended by Act 379 of 1965 of Michigan) by municipal employees are contrary to law and public policy. Accordingly, the Union agrees that during the lifetime of this Agreement it shall not direct, instigate, participate in, encourage or support any strike against the Employer, by itself or by any employee or group of employees. It is agreed that the grievance procedures herein set forth are the sole and exclusive means of resolving all grievances under the terms of this Agreement, and that the remedies and procedures provided by statute shall be the sole and exclusive means of settlement of all other disputes between the employees and the Employer or between the Union and the Employer, whether relating to the application of the Agreement, economic matters, or otherwise. It is further agreed that neither the Union nor the employees shall instigate, promote, sponsor, engage in or condone any picketing, slowdown, concerted work stoppage, or any other intentional interruption of work, and in the event any employee violates the terms of the no-strike, picketing, slowdown, work stoppage or interruption of work clause, the employer shall have the right to discharge or otherwise discipline such person.

ARTICLE 6 - PROBATIONARY EMPLOYEE

Section 6.1 A new employee shall work under the provisions of this Agreement, but shall be employed only on a six (6) month trial basis, during which period he will have no seniority and may be laid off or 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 six (6) months, the employee shall be placed on the regular seniority list. In case of discipline within the six (6) month period, the Employer shall notify the Local Union in writing.

ARTICLE 7 - WAGES

Section 7.1 Attached hereto and marked "Schedules" are Schedules showing the classification and wage rates of the employees covered by this Agreement. It is understood, however, that wage increases shall be based upon years of service and performance. It is mutually agreed that said Schedules and the contents thereof shall constitute a part of this Agreement.

ARTICLE 8 - SUBCONTRACTING

Section 8.1 The City specifically reserves the right to subcontract or purchase any and all bargaining unit work, processes or services or labor, provided that such subcontracting shall not cause the elimination of a department or the layoff of any bargaining unit Employee.

ARTICLE 9 - NON-UNIT WORKING PERSONS

Section 9.1 Any person not a member of the Bargaining Unit may perform work regularly assigned to members of the Bargaining Unit such as, by way of example, but not in limitation:

- (A) Fill in for employees who are absent or otherwise not available.
- (B) Handle emergencies or matters arising outside of normal daily programming, experimental work, assisting in the installation and start up of new equipment, machinery, and procedures and otherwise assisting bargaining unit employees in the performance of their duties.
- (C) This shall not apply to Saturday, Sunday or holiday assignments to the wells and lift stations (rounds) unless there is no Bargaining Unit employee available to perform the work.

Section 9.2 This Article shall not be used to undermine the Union or be used for the purpose of eliminating the payment of overtime to bargaining unit members.

ARTICLE 10 - SENIORITY

Section 10.1 Strict seniority within their classifications 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 review the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel, with the understanding that the Employer shall make the final determination.

Section 10.2 In the event of an indefinite layoff, the Employer may offer such layoff to the most senior employee in the affected classification under the following conditions:

- (A) There is no right to a voluntary return to work unless the employee is notified of recall pursuant to Section 10.5 below.
- (B) Where two (2) or more employees are on voluntary layoff, the notice of recall shall be in order of the most senior employee.
- (C) Failure to respond to notice of recall shall be subject to Section 10.4(D) below.
- (D) After ninety (90) consecutive calendar days of voluntary layoff, the laid off employee may elect to return to work upon five (5) days advance written notice to the Employer, at which time Section 10.1 above may be applied.

Section 10.3 The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 10.4 Seniority and the employment relationship shall be broken and terminated if an employee:

- (A) Quits;
- (B) Is discharged for cause;
- (C) Is absent from work for three (3) consecutive working days without notification to the Employer;

- (D) Is laid off and fails to report to work on the day set for his recall;
- (E) Is absent from work for any reason for twelve (12) months, or for a period of time equal to his seniority, whichever is shorter;
- (F) Fails to report for work at the termination of a leave of absence;
- (G) If an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (H) Retires.

Section 10.5 In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his last-known address by certified mail. In the event the employee fails within one (1) week from the date of mailing to notify Employer that he will make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.

Section 10.6 The Steward shall be granted super-seniority solely for purposes of layoff and recall, providing he has the ability and qualifications.

Section 10.7 If the Employer opens additional divisions of employment within the department or closes or combines existing divisions of the department, the employee's work assignment, seniority and classification are subject to negotiation with the Union.

Section 10.8 (A) A permanent vacancy in the Department shall be offered first to employee applicants with seniority in the classification in the Department where the vacancy occurs, provided the employee is qualified to perform the services where such vacancy occurs. Qualifications shall include the skill, experience and work record of the employee and when the qualifications are equal, the most senior applicant will be awarded the vacancy.

(B) If there is no qualified applicant, the Employer may fill the vacancy from any source.

Section 10.9 The Employer shall offer assignment by seniority within the classification of a division of the Bargaining Unit contingent upon the employee holding such seniority is qualified. If such assignments are not filled by seniority, the Employer shall fill such jobs at his own discretion.

Section 10.10 The senior employee, whenever possible, when assigned to work in a higher classification, shall receive the higher rate of pay for those hours so worked in the higher pay classification. When an employee is assigned work in a lower classification during the work day, he shall not suffer a reduction in pay.

Section 10.11 In the event there is a temporary job opening due to illness, emergency, leave, vacation, temporary work increases, weather, et cetera, the Employer will fill such jobs by offering to the most senior employee within the classification of division of the Bargaining Unit, if qualified. All such assignments will be paid at the present rate called for in that classification.

Section 10.12 An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future, be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position, beyond twelve (12) months from date of promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

ARTICLE 11 - DISCHARGE OR SUSPENSION

Section 11.1 The Employer shall not discharge, suspend or discipline any non-probationary employee without just cause.

- (A) The Employer shall have the right to promulgate reasonable work rules and expect that those rules be recognized and adhered to by the employees.
- (B) Any disciplinary action (suspension or discharge) shall begin at Step 3 of the Grievance Procedure.
- (C) After an employee has completed nine (9) months without receiving any warnings, all outstanding warnings previously received will be canceled. However, in the event a discharge is placed in dispute by the Union, then all warnings during the period of employment shall be part of the record even though the warnings have been previously canceled shall not be considered as the cause for the particular discharge because of the time limitation.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 12.1 General Principles:

- (A) A Grievance shall mean a complaint by an employee or a group of employees based upon an event, condition, or circumstance under which an employee

works, allegedly caused by a violation, misinterpretation, or inequitable application of a specific article and/or section of this Agreement expressly covering rates of pay, wages, hours, or other conditions of employment.

- (B) The primary purpose of the procedures set forth in this Article is to secure, at the lowest level possible, equitable solutions to problems or grievances of an employee or a group of employees. Both parties agree that proceedings under this Article shall be kept confidential as may be appropriate.
- (C) It shall be the policy of the Employer to assure to every employee an opportunity to have the use of this Grievance Procedure without fear of reprisal or without prejudice in any manner to his employment status.
- (D) Any claim or complaint for which there is another remedial procedure established by law or by regulation having the force of law or any complaint of a probationary employee shall not be a basis for a "Grievance".
- (E) Nothing contained herein shall be construed to prevent an individual employee from presenting a Grievance and having the Grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
- (F) It is the intent of the parties to this Agreement to prevent grievances and to settle any that may occur as fairly and promptly as practical. The time limits required at all levels are important in resolving problems or carrying out the Grievance Procedure. It is understood by both the Union and Employer that when an employee(s) or Union does not advance a problem or grievance to the next level within the specified time limit, the problem or grievance shall be considered as resolved and waived. Failure of the Employer to answer within the time limit shall be deemed a denial of the Grievance, and it may then be appealed to the next step.
- (G) Any reference to a time limit in days is understood to mean working days and to exclude Saturdays, Sundays and agreed holidays.

Section 12.2 Procedure:

- (A) 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 representative of the Employer. if not settled in this manner, 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, and deliver same to the Office of the City Manager within said period and no grievance or complaint will be considered if presented later.

Step 2: Upon receipt of the written Grievance, a meeting will be set between Union representatives and the City Manager to review the matter. Such meeting will be held within thirty (30) working days from date of receipt of the grievance and the Employer will render its decision in writing within ten (10) working days thereafter. Outside representatives of each party may attend such meeting.

Step 3: In the event the answer by the City Manager in Step 2 is not satisfactory to the Union then within thirty (30) days following the date of receipt of that answer, the Union only, and not an individual employee, may file a demand for arbitration with the City Manager, pursuant to the following:

- (a) The Decision of the Arbitrator shall be final and binding.
- (b) Upon receiving a list of arbitrators from the Federal Mediation & Conciliation Service, the parties shall attempt to agree upon an Arbitrator. If no agreement can be reached, he shall be selected by the parties alternately striking a name from the list. The parties shall be bound by the rules of the Federal Mediation & Conciliation Service
- (c) Only one (1) Grievance shall be heard by an Arbitrator at any one appointment unless the Grievances involve the same issues and incident.
- (d) The Arbitrator shall have authority to decide matters involving the interpretation and application of this Agreement or any disciplinary action and shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the

Agreement, or any agreements made supplemental hereto, or any authority to hear or determine any dispute involving the establishment of classifications or of wage rates for new or changed job classifications, or any matter which involves a charge of discrimination which can be heard by an agency established by law.

- (e) The costs and expenses of the Arbitrator shall be shared equally by the parties.
- (f) Any grievance not taken to arbitration within the above-stated time limits shall be deemed settled based upon the Employer's last answer.

ARTICLE 13 - STEWARDS

Section 13.1 The Employer recognizes the right of the Local Union membership to elect one (1) job Steward from the Employer's seniority list. The authority of the job Steward so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (A) The investigation and presentation of Grievances with his Employer or the designated company representative in accordance with the provisions of the Collective Bargaining Agreement;
- (B) The collection of dues when authorized by appropriate Local Union action;
- (C) The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing, and are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.
- (D) The job Steward and alternate have no authority to take strike action or any other action interrupting the Employer's business.
- (E) The job Steward shall be permitted time to receive, investigate, present and process grievances and negotiate the labor contract on the Employer's property without the loss of time or pay during his regular working hours.
- (F) In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer.

ARTICLE 14 - ABSENCE

- Section 14.1 (A) Any employee desiring a leave of absence from his employment shall secure written permission from the Employer.
- (B) The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, provided the Employer has granted an extension prior to the twenty-fifth (25th) day of such original leave.
- (C) Written permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in loss of seniority rights.
- Section 14.2 The Employer agrees to grant time off not to exceed ten (10) days in any one (1) calendar year, without discrimination or loss of seniority rights and without pay, to one delegate designated by the Union to attend a labor convention. Due consideration shall be given in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off and the length of time shall be the sole discretion of the Employer.

ARTICLE 15 - LIMITATION OF AUTHORITY AND LIABILITY

- Section 15.1 No employee, Union member or other agent of the Union or the Union, shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965.
- Section 15.2 Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article XII of this Agreement may be summarily discharged by the Employer or the Union.

ARTICLE 16 - MAINTENANCE OF STANDARDS

Except as otherwise permitted or authorized by this Agreement, the Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the minimum standards agreed upon and contained in this Agreement.

ARTICLE 17 - EDUCATIONAL ASSISTANCE

Employees are invited and encouraged to take part in training programs which may be available. Service training has two purposes -- to help employees work better and to qualify you for advancement. Even when a formal program is not in operation, there is much that the alert and interested employee can do to improve his efficiency and increase his prospects for promotion and salary increases.

The public schools, colleges and institutions of learning in this area offer extensive opportunities for further training. To encourage further training in disciplines which are relevant to city service delivery, the City of Whitehall will reimburse employees one-half (1/2) of the cost of tuition and the full cost of books on courses approved in advance by the City Manager which are followed through to completion with a grade of "C" or better. In special cases, the City Manager may authorize advancing one-half (1/2) of the cost of tuition and the full cost of books. However, should the employee fail the course or fail to complete the course, the employee will be required to reimburse the City the full amount advanced.

ARTICLE 18 - GENERAL

Section 18.1 An authorized representative of the Union (other than local members) shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force. Such representative shall notify the Employer in advance of such intended visit and the subject matter for discussion.

Section 18.2 The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific Grievance, at reasonable times, at the discretion of the Employer, with the employee's written consent.

Section 18.3 The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of all earnings and of all deductions made for any purpose. Pay day will be every other Friday.

Section 18.4 Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 18.5 (A) Footwear: The Employer will agree to reimburse employees for one (1) pair of steel-toed work shoes per year, not to exceed an amount of reimbursement of Seventy-five (\$75.00) Dollars in any one (1) year. These shoes must be worn by employees at all times during working hours. In addition, the Employer will provide rubber boots as required when working in water and sewer conditions.

(B) Uniforms:

- (i) The Employer will provide each employee with eleven (11) uniforms, with the cleaning cost to be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee through payroll deduction, hereby authorized by each employee.
- (ii) An Employee, by written notice to the Employer, may continue with five (5) uniforms per week, paid by the Employer. The employer shall replace any uniform that shows excessive wear each two (2) years.

(C) Heavy-Duty Gloves: The Employer will provide not more than two (2) pairs of heavy-duty gloves to employees each twelve (12) months as needed by the employee, and as selected by the Employer. Worn-out gloves will be returned for exchange for the second pair.

Section 18.6 The Employer will provide washrooms and lockers for the changing and storing of clothing. Lockers of individual employees will not be opened for inspection except in case of a court order or warrant or with permission of and in the presence of the employee or his designated representative or Steward. In addition, the Employer will provide an eyewash site at the Public Works Garage.

Section 18.7 The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union and copies thereof shall be delivered to the other party.

Section 18.8 When an employee is required by the Employer to provide his own transportation to and from a job location or other related duties, he shall receive an allowance equal to the current IRS rate for travel or will be provided with transportation by the City, excluding to and from his place of reporting for work on regular work shifts.

Section 18.9 An employee called for jury duty or subpoenaed as a witness for another to give testimony before any judicial tribunal during the regular work week shall be compensated for the difference between the employee's earnings for only the time required to be present as a witness or as a juror, and the witness fee received for such service, it being agreed that such employee shall return to his job promptly following his discharge from jury duty and/or the completion of his testimony as a witness.

Section 18.10 The City will fill all permanent classification vacancies as soon as possible, when need for such action is necessary, as determined and/or established by the Employer.

Section 18.11 Changes in qualifications for job assignments and classifications are subject to review by the Union, but the decision of the Employer shall prevail.

Section 18.12 Loss or Damage: Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown. Reckless use or operation of equipment shall be considered as proof of negligence. Reckless means wilful and/or wanton use or operation of City's equipment.

Section 18.13 It shall be a condition of employment that an employee shall have a valid Michigan Vehicle Operators License. The employer will agree to pay the cost for testing and the additional cost for renewing a commercial drivers license, and a valid commercial drivers license must be maintained by all employees as a condition of their continued employment. Employees who lose their commercial drivers license may be subject to discipline, including termination.

ARTICLE 19 - EQUIPMENT, ACCIDENTS AND REPORTS

Section 19.1 The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 19.2 When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee (composed of the Union Steward and a designated representative of Employer) for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or City Safety Representative.

Section 19.3 An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for a whole day.

Section 19.4 The Employer shall not require employees to operate 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 unjustified. The determination of "safe operating condition" shall be made by the Mechanic, Public Works Director and the Steward.

Section 19.5 Any employee involved in any accident 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 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 19.6 It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on suitable forms furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. 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 Mechanic.

ARTICLE 20 - SAFETY COMMITTEE

Section 20.1 A Safety Committee shall be composed of Union Steward and Employer representative who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety rules.

ARTICLE 21 - FUNERAL LEAVE

Section 21.1 An employee will be paid for three (3) days absence in the case of a death in his immediate family. Immediate family means father, mother, sister, brother, child or step-child, wife or husband, mother-in-law, father-in-law, brother-in-law, or sister-in-law. This is in addition to vacation and sick leave time. Bereavement leave to attend the funeral of a grandparent shall be limited to the actual time needed to attend the funeral and shall not exceed sixteen (16) hours paid at the employee's straight-time rate. Proof of attendance may be required by Employer.

ARTICLE 22 - WORKER'S COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees.

ARTICLE 23 - LIFE INSURANCE AND HOSPITALIZATION

Section 23.1 (A) The Employer agrees to continue in full force and effect and pay the premium on a group hospitalization, dental and life insurance program and to provide optical coverage except as may be limited in Subsection (B). The Employer reserves the right to choose and to change insurance carriers, but in no event shall the benefits provided to this Unit be reduced below benefits equal to those currently provided. Determination of what constitutes benefits equal to present coverage shall be made by a committee of seven (7) full-time employees, of which two shall be members of the bargaining unit.

(B) Limitations:

(i) Optical. The maximum coverage to be paid by the Employer is One Hundred Forty (\$140.00) Dollars for an employee and One Hundred

Forty (\$140.00) Dollars for each of his eligible dependents with a maximum Seven Hundred Fifty (\$700.00) Dollars per family, per twenty-four (24) month period beginning on July 1, 1997 (first twenty-four (24) month period beginning July 1, 1997 through June 30, 1999, second period July 1, 1999 through June 3, 2001, etc.).

- (ii) Hospitalization and Dental. The Employee shall contribute towards the cost for hospitalization and dental insurance premiums. Employee contribution shall be (\$30.00) Dollars per month for Hospitalization and Fifteen (\$15.00) Dollars per month for dental premiums during the term of this agreement. A payroll deduction for the Employee contribution is hereby authorized.

Section 23.2 The Employer's liability with respect to any insurance benefits shall be limited to the payment of or the transmittal of the premiums charged to the Employer and upon payment of such premiums, the Employer shall be relieved of any liability with respect to the benefits under any insurance program.

Section 23.3 Upon written request by a certified area HMO, the Employer will offer comparable HMO coverage to eligible employees at a cost which will not exceed the then existing Employer cost of the current hospitalization plan.

ARTICLE 24 - DISABILITY INSURANCE

Beginning July 1, 1999 the City shall offer an optional disability insurance program for full-time employees covered by this contract. In order to participate in the disability insurance program, the employee must pay 50% of the cost of the premium. The employee's share will be paid through payroll deduction, which is hereby authorized. Under no circumstances will the employee share of said premium cost be more than \$15 per month. An employee electing to participate must state so in writing to the City Finance Officer/Treasurer prior to July of any fiscal year that participation is desired. Once an employee elects to participate, he shall continue to do so for the duration of his full-time employment with the City.

ARTICLE 25 - RETIREMENT

Section 25.1 BASE RETIREMENT PLAN: The Employer is a member of the Michigan Municipal Employee Retirement System (MERS) and all regular full-time employees attaining six (6) months of continuous service will become members of this retirement plan. Provision is made for a full-time employee to have his service time computed from the first day of continuous employment. The employer will notify each new regular employee attaining six (6) months of continuous service of this provision.

Effective October 1, 1997 the City will provide for the B-1 MERS Plan.
Effective October 1, 1997 a 55/15 rider will be added.

The City will continue the "E" Rider (1/1/88)

ADDITIONAL RETIREMENT BENEFIT: Effective October 1, 1997 any full-time eligible employee may contribute up to 2% of his/her annual wages, via a payroll deduction, which the employee hereby authorized by his election to participate in the International City Managers Association (ICMA) Deferred Compensation Plan to be provided by the City, said election to be in writing to the City Finance Officer/Treasurer. Election to participate and adjustments in the percentage withheld shall be made annually. The first election period will be in October, 1997 and then in June of 1998 and every June thereafter for the duration of the contract. Changes in the participation shall be made only in June of each year and shall remain in effect from the first pay period in the following month (July) and remain in effect for all pay periods through the duration of the contract, unless the employee elects to make a further change in a subsequent June in another year. Employees who participate in this plan will have their contribution matched by the City. Under no circumstances will the City contribute more than an amount equal to 2% of the employee's annual wage.

Section 25.2 The Employer agrees to provide medical insurance for retired City employees who go immediately from regular City employment to City paid retirement and who qualify for City retirement. The employer will pay eighty (80%) percent of the cost of hospitalization for the retiree only, with the retiree being responsible for the remaining twenty (20%) percent of the cost, providing the retiree has at least twenty (20) years of continuous, full-time City service immediately prior to his/her retirement.

The City will provide hospitalization insurance for employees who retire with less than twenty (20) years of employment as follows: For retirees who retire at age fifty-five (55), with at least fifteen (15) years of continuous, full-time City service immediately preceding retirement, or retirees who retire at age sixty (60) with at least ten (10) years of continuous, full-time City service, immediately prior to retirement, the City will pay sixty (60%) percent of the cost of the employee's monthly insurance premium.

This insurance benefit payable to these retirees will increase by four (4%) percent for each additional year of employment to a maximum of eighty (80%) percent to be paid by the City, as noted above. (Example: employee with sixteen (16) years and at least fifty-five (55) years of age will be eligible for sixty-four (64%) percent payment by the City, and an employee sixty (60) years of age with at least eleven (11) years will be entitled to sixty-four (64%) percent contribution by the City.) For purposes of this benefit for employees with less than twenty (20) years of service, qualifying years will be based upon the last full year of consecutive employment with the City as calculated from the first full month of employment after an employee's date of hire.

The retiree may purchase additional insurance for eligible family members at his cost. The retiree shall be responsible to pay to the Employer an amount equal to the balance of his monthly premium for his hospitalization insurance and the cost of any additional insurance he may purchase, in quarterly payments to be paid to the City thirty (30) days prior to the commencement of each quarter. A retiree's failure to make his payment at least thirty (30) days prior to the beginning of the quarter shall cause his insurance coverage to be discontinued without further notice. It is understood that insurance coverage, once discontinued for non-payment, cannot be reinstated.

If the employee's share is paid as described above, the City will maintain retiree insurance coverage until the retiree's sixty-fifth (65th) birthday.

ARTICLE 26 - HOLIDAYS

Section 26.1 All employees who have passed their probationary period will be eligible to receive holiday pay under the following regulations: Employee will be paid their current rate based on an eight (8) hour day for said holidays.

(A) Paid holidays are designated as:

Good Friday (8 Hours)	All day Christmas Eve
Memorial Day	Christmas Day
Fourth of July	All day New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Employee's Birthday
Friday after Thanksgiving	

Two (2) floating holidays in each calendar year to be taken upon written approval of the City Manager at least forty-eight (48) hours in advance.

- (B) Except as otherwise provided above, the employee must work the preceding work day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay except in cases of excused absence.
- (C) Employees working on a approved holiday will be paid for hours worked at the rate of double time.
- (D) Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday and, if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
- (E) No Union employee shall be required to work on Labor Day, except in case of emergency, as herein before defined.
- (F) Holidays recognized by Section A of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

ARTICLE 27 - VACATIONS

Section 27.1 (A) Vacation time for full-time permanent employees will begin accumulating from the first day of employment at an evenly-distributed rate throughout the year. This rate of accumulation is presented below. Vacation time cannot be taken until after the first six (6) months of continuous employment. Vacation must be earned before it is taken. Furthermore, it shall be taken at such times as agreeable to an employee's supervisor so as not to seriously disrupt scheduled work. Vacation does not accrue while on layoff or leave of absence. Temporary employees do not receive vacation benefits.

SCHEDULE OF VACATION CALCULATION			
Years Employed	Days of Vacation Per Year	Hours Annual Accrual	Biweekly Accrual
0 - 3	10 Days	80	3.08
4	11 Days	88	3.38
5	12 Days	96	3.70
6	13 Days	104	4.00
7	14 Days	112	4.30
8	15 Days	120	4.62
9	16 Days	128	4.92

10	17 Days	136	5.24
11	18 Days	144	5.54
12	19 Days	152	5.84
13	20 Days	160	6.16
14	21 Days	168	6.46
15	22 Days	176	6.76
16	23 Days	184	7.08
17	24 Days	192	7.38
18	25 Days	200	7.70

- (B) Employees shall begin to accrue vacation time at a higher rate upon reaching their anniversary date of their employment (after three [3] years of employment) based upon the employee's longevity and biweekly accrual as specified in the above schedule.
- (C) In case of death, retirement, termination or layoff of an employee, all accumulated vacation pay benefits will be paid to the employee or his estate. Said accumulated vacation pay benefit shall be prorated in accordance with the employee's annual vacation allowance for the portion of the calendar year worked and at their present rate of pay.
- (D) In order to schedule vacation time, employees are required to provide the Public Works Director, by September 1 of the preceding year of the desired dates, a request for any planned vacation which exceeds two consecutive days during the upcoming six months [October - March]. By February 1 of each year, the employees are required to provide to the Public Works Director the desired dates for any planned vacation which exceeds two consecutive days during the upcoming six (6) months [April - September].

The Public Works Director will establish a six (6) months master vacation schedule based upon the vacation requests submitted by employees. If two (2) or more employees request a vacation at the same time, the most senior employee will be given preference. If an employee does not submit his or her vacation request by September 1 (for the October - March schedule), or February 1 (for the April -September schedule), he or she loses their seniority privilege in determining the vacation schedule for the coming six month period. No more than two (2) employees will be permitted to be scheduled for vacation at the same time. Once the master schedule is established, a more senior employee cannot bump another employee for a vacation day that has

been approved should the more senior employee chose to change his or her vacation schedule later in the year.

Section 27.2 Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 27.3 Vacation days can only be accumulated in the amount not to exceed twenty (20) days at the end of each fiscal year (July 1 to June 30). However, employees shall be permitted a minimum of one (1) day vacation credit at a time, provided the Public Works Director or Street Supervisor has been so notified of such intention at the beginning of the day prior to such vacation day, and obtained consent thereto.

ARTICLE 28 - SICK LEAVE

Section 28.1 All employees, probationary or regular, will be eligible to receive sick leave. Sick leave days will be earned at the rate of one (1) day for each full month of employment. For employees hired the 1st through the 15th of the month, their sick leave base date will be the first of that month, and if hired the 16th through the last of the month, the base date will be the first of the next month.

Section 28.2 Sick leave will be accrued on a fiscal year basis (July 1 to June 30) up to One Hundred Eighty (180) days.

Section 28.3 In case of retirement, quit, discharge or death of an employee, he or his estate will be paid for up to Six hundred (600) sick leave hours (75 days) which have accumulated to his credit.

Section 28.4 Sick leave shall be available for use by employees in the Bargaining Unit for the following purposes:

- (A) Acute personal illness or accident;
- (B) Sick leave credit for medical or dental extractions or treatment shall be given in not more than one-half (1/2) day.

Section 28.5 Sick leave will be authorized when an employee is taken ill on the job.

Section 28.6 (A) For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days after the accident without drawing on his sick leave credits, for any one injury, but shall not be allowed on reoccurrence of previous injury;

- (B) A regular employee who suffers injury, after the first week compensable under the Workers' Compensation Act, may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave.
- (C) Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work within his job description before his return to active work.

Section 28.7 An employee, using sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

Section 28.8 An Employee, absent for more than one (1) month, due to injury or illness, will earn a sick leave day for each month he is in payroll status.

Section 28.9 The Street Supervisor or foreman shall be responsible for reviewing and approving an employee request for sick leave. An employee is required to give prompt and daily notification to his supervisor of the necessity for taking sick leave. Notification must be given before the beginning of the regular shift of the employee requesting sick leave. The supervisor shall refuse to allow sick leave where, in his judgment, there is insufficient evidence to support the employee's claim, or where he believes the employee has not exercised reasonable effort to promptly notify him of his absence. A doctor's report may be requested and must be submitted by the employee if such leave time is abused, otherwise, no sick leave will be granted.

Section 28.10 The current work day is assumed to be eight (8) hours for all employees in the unit. No employee can draw more than eighty (80) hours of sick leave during a pay period.

Section 28.11 Reasons for Sick Leave: In addition to normal use of sick leave, Employees may use up to five (5) accumulated sick days for taking care of a seriously ill minor child or for scheduled doctor's appointments for their family members. For the purpose of this section only, family members shall mean spouse, minor child or step-children.

ARTICLE 29 - PART-TIME EMPLOYEES

Section 29.1 (A) The city reserves the right to have part-time employees at an hourly rate to be determined from time-to-time by the City for the purpose of achieving maximum efficiencies and economy for the taxpayers and will not be for the purpose of laying off full-time employees or reducing a regular schedule of work hours.

(B) A part-time employee is a person hired on an indefinite basis for thirty-two (32) hours per week or less or a person hired on a temporary basis for less

than six (6) consecutive calendar months. Such part-time employees are not covered by the contract.

Section 29.2 The Union acknowledges the City's ability to continue the utilization of part-time employees, which ability is limited only by specific language in this Agreement.

ARTICLE 30 - STANDBY COVERAGE

- Section 30.1 (A) All members of the Collective Bargaining Unit are expected to provide standby coverage. Coverage will be accomplished by each member of the Collective Bargaining Unit being scheduled to carry a beeper for one week on a rotating basis, Monday through Sunday, and be responsible to respond when contacted during his coverage week.
- (B) Members of the Collective Bargaining Unit will be compensated during their week of coverage at a rate equal to five (5) times his hourly rate for the week he carries the beeper. This amount will be paid to each Employee for his coverage week, but will be prorated over the seven (7) day period that they are responsible for carrying the beeper.
- (C) Collective Bargaining Unit members will be allowed to work out among themselves and exchange the beeper such that an Employee who is not scheduled may voluntarily agree to carry the beeper for a week or a portion thereof for the Employee who is scheduled. These exchanges will be subject to the approval of the Departmental Supervisor. The Supervisor must be advised of any exchange eight (8) hours before the Employees are allowed to exchange the agreed upon week or days of the week. The only exception to this eight (8) hour notice is when the exchange is for health reasons or an emergency within the Employee's immediate family. An Employee volunteering to take one or more days of another Employees scheduled week will be paid at his (volunteer) pro-rated weekly rate for each day worked and the scheduled employee will have the pro-rated days deleted from his weekly scheduled rate of pay.

ARTICLE 31 - OVERTIME AND HOURS OF WORK

Section 31.1 A regular work week for regular full-time employees shall consist of forty (40) hours, five (5) consecutive days, Monday through Friday. A regular workday for a regular full-time employee shall be eight (8) consecutive hours of work.

Shift hours are as follows:

First Shift	7:30 A.M. - 4:00 P.M.
Second Shift	3:30 P.M. - 11:30 P.M.
Third Shift	11:00 P.M. - 7:00 A.M.

The first shift shall include an unpaid one-half (1/2) hour lunch period. The second and third shifts shall include a paid one-half (1/2) hour lunch period.

The Employer reserves the right to any time upon one (1) week advance notice to change the times of any shift.

Assignment of employees to any shift will be made first, by volunteers and, if there are not enough volunteers, then by the Employer, it being understood that the least senior qualified employees must take the assignment.

Section 31.2 Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period or forty (40) hours in a work week.

The Employer reserves the right to substitute compensatory time off in lieu of overtime pay with the consent of the employee or employees involved and pursuant to applicable regulations; such time off will be utilized within sixty (60) days of the end of the pay period in which the overtime occurs.

Section 31.3 An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1 1/2) times his hourly rate.

Section 31.4 Overtime work will be permitted only when authorized by a foreman or supervisor.

Section 31.5 An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the twelfth (12th) hour.

Section 31.6 An employee shall be granted a fifteen (15) minute paid break each morning and afternoon.

Section 31.7 Overtime shall be offered by seniority on a rotating basis, unless otherwise agreed in writing between the Union and Employer. Employees who are offered the opportunity to work overtime and refuse it shall have those hours of overtime actually worked by the employee who does the required work recorded for the purpose of equitable distribution of overtime, except that the least senior employees shall be required to accept overtime assignments.

This shall not preclude the Employer from assigning overtime work in well pumping and sewer lift stations to qualified employees in emergency situations.

Section 31.8 The Employer will keep an up-to-date overtime list with the accumulation totals for each employee to be open for inspection by employees.

Section 31.9 There shall be a ten (10) minute wash-up period before the noon lunch period and at the end of the work shift and disinfectant soap will be provided where needed.

Section 31.10 It is understood and agreed that setting forth the hours of work is for the purpose only of providing a basis for calculating overtime and is not a guarantee of work per day, per week or per year.

ARTICLE 32 - TERMINATION OF AGREEMENT

Section 32.1 This Agreement [including Schedules "A" and "B"] shall become effective on July 1, 1997, and shall continue in full force and effect without change until midnight June 30, 2002, and shall automatically be renewed without change unless ninety (90) days prior to June 30, 2002, either party shall desire to modify, amend or terminate this Agreement and give written notice, by certified mail, to the other party expressing such intention.

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

CITY OF WHITEHALL:

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:

BY: Wallace Weesies
Mayor

BY: FW Bennett
Business Agent

DATED: 10-13-97

DATED: 10/24/97

BY: Heidi Isakson
City Clerk

DATED: 10-13-97

SCHEDULE "A" - WAGES

EFFECTIVE DATES (Beginning of first full pay period following)	
Classification	7-1-97
Maintenance Worker	\$ 10.93 - \$14.00 per hour
Maintenance Worker (S-3 or D-3)	\$12.07 - \$14.63 per hour
Maintenance Worker (S-3 and D-3)	\$12.07 - \$15.46 per hour
Working Foreman	\$13.31 - \$17.05 per hour
Mechanic	\$12.07 - \$15.46 per hour

2.5%
 2.5%
 99
 14.35
 15.00
 15.85
 17.48
 15.85
 14.66
 15.33
 16.20
 17.86
 16.20

Definitions and Conditions

1. Maintenance Worker

In establishing an employee's rate of pay at the time of hire, the City will consider previous experience with another employer, but that the maximum one can receive upon beginning employment is no more than \$1.00 more than the bottom of the pay range. Thereafter, an employee is eligible for a maximum of 2.5% increases at the end of his/her first six (6) months of employment and another 2.5% after the second six (6) months of employment, and a maximum of 5 % each year thereafter, until the top of the pay range is reached, based upon a satisfactory performance review conducted by his/her supervisor and approved by the City Manager. This performance review procedure and standards shall be the same that is provided other full-time employees within the City and any dispute on the wage adjustment for an employee is subject to Article 12, the Grievance Procedure, of the Labor Agreement.

**2. Maintenance Worker
(S-3 or D-3 Water License)**

That this classification require that an employee be a Maintenance Worker for the City for a minimum of one (1) year or another city for a minimum of two (2) years, and possess his/her water distribution or limited treatment license from the State of Michigan, as required by the State for the City of Whitehall (S-3 for Distribution or D-3 for Limited Treatment and Pumping) to operate the water system. When an employee receives either license, he/she shall receive a \$0.50 per hour increase from his/her former rate of pay. Thereafter, the employee will be eligible for a maximum of a 5 % increase per year from the date of his/her promotion until the top of the pay range is reached, providing there

is a favorable performance review by his/her supervisor and approved by the City Manager. This performance review procedure and standards shall be the same that is provided other full-time employees within the City and any dispute on the wage adjustment for the employee is subject to Article XII, the Grievance Procedure, of the Labor Agreement.

3. Maintenance Worker (D-3 and S-3 Water License)

The same requirements and conditions for Maintenance Worker shall apply except that the employee in this classification shall have both his/her S-3 for Distribution and D-3 for Limited Treatment and Pumping licenses from the State of Michigan. When a person receives both of these licenses, he/she shall receive a \$0.50 per hour increase from his/her former rate of pay.

*Note - For all Maintenance Worker classifications, the employee shall have and maintain during his/her employment, a commercial drivers license.

4. Mechanic

The same procedures for setting compensation in the position of Maintenance Worker above, shall be used for this position.

5. Working Foreman

Upon hire or promotion, an employee in this position shall have had three (3) years experience within a public works department of a municipality equivalent to or greater than a Maintenance Worker within the City of Whitehall; and within three (3) years of hire or promotion, shall have a water distribution and limited treatment license (S-3 for Distribution and D-3 for Limited Treatment and Pumping) required for an operator of the water system as established by the State of Michigan. Upon promotion from a position of Maintenance Worker, the employee shall receive a minimum of \$0.50 per hour more in pay. Thereafter, the hourly rate shall be increased under the same terms and conditions that are provided in the Maintenance Worker classification.

- *Note -
- A. All employees shall abide by the requirements of the City of Whitehall Personnel Policies and Procedures Manual, General Conditions and Rules of Conduct, P. Drug Free Workplace.
 - B. Upon signing this contract, all employees will receive a 2.6% increase in their hourly rate retroactively to July 1, 1997.
 - C. On July 1, 1998, and every year thereafter for the duration of this contract, the pay ranges for the above job classifications shall be increased in an amount based on the Consumers Price Index for the City of Detroit for the previous calendar year; except that the increase cannot be less than 2% nor more than

4.5% in any one (1) year. It being further understood that the employee's rate of pay shall be adjusted by the same percentage that is used to adjust the pay range.

- D. The employer, upon ratification of this Agreement, shall make a lump sum payment to each employee in the amount of Two Hundred Fifty (\$250.00) Dollars, said payment not to be included in the employee's base wages.

SCHEDULE "B"

CLASSIFICATION OF EMPLOYEES - PRIMARY QUALIFICATIONS

1. Mechanic: An employee in this position shall hold a current State of Michigan Certificate of Mechanic Certification as issued by the State Bureau of Automotive Regulation. The Mechanic shall also hold a valid commercial driver's license issued by the State of Michigan.

Mechanic duties shall include (but NOT be limited to) motor over-haul, tune-ups, transmission repair, changing oil, repair of vehicle electrical systems, hydraulic system repair, repair of braking systems, fabrication, and welding. Duties shall NOT include changing blades on scrapers, washing vehicles, cleaning vehicle interiors, or other general maintenance duties.
2. Maintenance Worker: An employee in this position shall be a laborer, truck driver capable of operating light and heavy equipment and demonstrated capabilities in building, mechanical and/or construction trade, possess and maintain a commercial driver's license.
3. Maintenance Worker (S-3 or D-3): Same as Maintenance Worker, except has either an S-3 or D-3 Water License from the State of Michigan.
4. Maintenance Worker (S-3 and D-3): Same as Maintenance Worker, except has both an S-3 and D-3 Water License from the State of Michigan.
5. Working Foremen: An employee in this position shall have leadership abilities and competence in the public works field; subject to employment by DPW Director upon approval by the City Manager. Not open to bidding. An employee in this position shall have had three (3) years of experience within a Public Works Department of a municipality equivalent to or greater than a Maintenance Worker within the City of Whitehall and shall possess his/her S-3 and D-3 Water License within three (3) years of assuming the position, this being a condition of hire. The employee shall also possess and maintain a commercial driver's license.

SCHEDULE "C"

LONGEVITY

To be eligible for the longevity payment, the employee must be actively employed on December 1 of each year to be eligible. In addition, the employee must have completed the eligibility year prior to December 1 of that year.

Beginning December 1, 1997, the payment schedule below will be increased for the years of service noted for eligible employees, so that the four (4) payment levels will be as follows:

5-9 years of continuous full-time service prior to December	\$ 250
10-14 years of continuous full-time service prior to December	\$ 500
15-19 years of continuous full-time service prior to December	\$ 750
20 or more years of continuous full-time service prior to December	\$1,000