

4223

6/30/2000

AGREEMENT BETWEEN

CITY OF ALGONAC

AND

TEAMSTERS LOCAL 214

Algonac, City of

Effective July 1, 1997 to June 30, 2000

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

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AGREEMENT

This Agreement entered into this 1st day of July A.D. 1997, by and between the CITY OF ALGONAC, MICHIGAN, party of the first part, and hereinafter termed the Employer and Teamsters State, County and Municipal Workers Local 214 located at Detroit, Michigan, party of the second part, hereinafter termed the Union.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City, D.P.W., and Water Department employees, and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the Union, the employees, and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare, and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members.

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

NOW, THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

Section 1

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement of all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes and law.

The bargaining unit shall include all of the D.P.W. and Water Department salaried and hourly rated employees, excluding management, supervisors, clerical, public safety professional and technical, administrative, trainees, temporary, seasonal, part-time, and probationary employees.

Section 2

The Union recognizes the City as the sole authority to manage and operate the D.P.W. Department and the Water Department and to control its properties and the maintenance of order and efficiency. Other rights and responsibilities hereby recognized, but in no way limited to are: The right to decide the number of employees; to schedule and assign employees; to determine the amount of supervision necessary; machinery, tools, buildings and equipment; methods of work schedule; together with personnel selection, direction, assignments, promotions, transfers, amount of overtime, discharge or suspension for just cause, and layoffs for lack of work or other legitimate reasons; the right to purchase service of others, contract or otherwise, and especially reserve the right to establish and maintain rules and regulations governing the operation of the departments and the conduct of the employees therein, provided they are not in conflict with this Agreement; to set starting and quitting times and hours and days worked; and to determine and administer all other matters subject only to the express provisions of this Agreement as may be hereinafter set forth.

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ARTICLE II
JOINT RESPONSIBILITIES

Section 1

The City and Union do hereby affirm that they do jointly agree to adhere to all requirements of Act 379 of 1965. It is further agreed that the City emphasizes that portion of the Act that covers bargaining in good faith, and they do agree to so bargain. It is further agreed that the Union emphasizes its portion of the Act that covers no strike provisions, and they do so agree.

Section 2

It is jointly agreed that the purpose of this Section is to clarify the position of the two (2) parties so that they will bargain in good faith and not strike, walk out or slow down in the performance of their assigned duties. In the event of a work stoppage or other concerted curtailment, the Union shall immediately be notified in writing that such activity is in violation of this contract, and unless such stoppage or curtailment ceases immediately, the City has the right to discipline, up to and including discharge, those employees instigating, participating in, or leading such prohibited activities.

ARTICLE III
RECOGNITION - AGENCY SHOP - DUES

Section 1

The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work, and other conditions of employment as provided for in this Agreement for all employees performing work within the classifications contained in this Agreement.

Section 2

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

Section 3

Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligations to the extent that he/she 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 the 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 of the Union.

Section 4

In accordance with the policy set forth above, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive 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 dues and initiation fees. For regular employees, such payments shall commence on the completion of the thirty-first (31st) day worked by such employee or the thirty-first (31st) day following the execution of this Agreement, whichever is the latter. For future employees, such payments shall commence upon the completion of their probationary period or the thirty-first (31st) day following the date of hire.

Section 5

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of any employee all dues and/or initiation fees of the Union levied in accordance with its Constitution and By-Laws; provided, however, that the Union presents to the

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CITY OF ALGONAC
ALGONAC, MICHIGAN

LOCAL UNION NO. 214 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

BY City Manager

BY: Lennis C. Pasch

Marileys S. Manning

Paul J. Jaramila

William McQueen Jr

Date: October 30, 1997

Date: October 30, 1997

This Agreement is in accordance and full compliance with Article XXVIII and all its Sections 1 through 4, found on Pages 25 and 26.

Employer authorizations signed by such employee, allowing such deductions and payments to the Union.

Section 6

The amount of initiation fees and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

Section 7

If any provision of this Article should at any future time be held invalid under Federal Law or Michigan State Law, such provision shall be modified to comply with Federal or State Law, or shall be renegotiated for the purpose of adequate replacement.

ARTICLE IV

Section 1

Attached hereto are departments, rates of pay, and other economic matters which is incorporated into and made part of this Agreement.

ARTICLE V

TRANSFER OF TITLE OR INTEREST

Section 1

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

Section 2

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

ARTICLE VI
SUBCONTRACTING

Section 1

Except by mutual agreement between the parties, the City agrees that no work or services presently performed by the collective bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any plant, vendor, person, or non-unit employee for purposes of evading this Agreement. This shall not prohibit such assignment in cases of emergency for the duration of such emergency.

ARTICLE VII
EXTRA CONTRACT AGREEMENTS

Section 1

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

Section 17 - Water Plant Operators Licensing

(a) Water Plant operators shall be paid an additional incentive premium of \$.15 per hour for acquiring an F-3 license and \$.20 per hour for an F-2 license.

(b) Public Works employees shall be paid an additional incentive premium of \$.10 per hour for an S-4 license, \$.15 per hour for an S-3 license, and \$.20 per hour for an S-2 license.

Section 18 - Police and Fire Dispatching

Water Department personnel responsible for police and fire dispatch duties, except for emergencies and occasional dispatch, shall be paid at an additional rate to be negotiated prior to resumption of these duties.

Section 19 - D.P.W. Equipment Operators

Department of Public Works' employees classified as Public Works Labor who operate heavy equipment will receive an additional \$.65 per hour while operating said equipment, not to exceed rate of regular operator. Heavy equipment is defined as being the street sweeper and backhoe.

Section 20 - D.P.W. On-Call Procedure

(a) Call-in Procedure: Department of Public Works' employees will cover on-call duties from 4:00 p.m. Friday until 7:30 a.m. Monday at \$.80 per hour to carry a beeper for a period of 63 1/2 hours, including time and one-half pay for call-ins, if necessary, in addition to employee carrying a beeper.

(b) Carrying beeper for on-call duties is for five (5) weekends, with five (5) holidays per employee, per year.

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

ARTICLE VIII
GRIEVANCE PROCEDURES

(1) All full-time D.P.W. employees will receive six (6) uniforms and one (1) pair of safety boots (approved by MIOSHA and not to exceed a cost of \$130.00) per year. Every even numbered year, one (1) coverall, one (1) light jacket, and one (1) Carhart. As needed, rubber boots will be supplied.

(2) Water Plant employees will receive three sets of uniforms annually. Every even numbered year they will receive one (1) pair of approved safety shoes. Protective gear will be provided at no less than current standards and as determined needed by the supervisor. All of the aforementioned uniforms will be ordered within the first quarter of the fiscal year. All of the aforementioned items of apparel must be turned in to receive new issue. All employees will be required to report to work in a neat and clean uniform at all times.

3. Afternoon Shift uniforms will be the same as in the current contract. Water Department, Day Shift only, will have added five (5) sets of uniforms, coveralls every two (2) years, one (1) light jacket, one (1) Carhart, and safety boots each year.

Section 15 - General

(a) D.P.W. employees and water employees shall not interchange work, except as permitted by Section 9 of Article XI.

(b) Except in cases of emergency, supervisors shall not do the work of bargaining unit employees.

Section 16 - Shift Premium Water Plant

A shift premium of \$.25 per hour will be paid to Water Plant employees on the Afternoon Shift (4:00 p.m. to midnight) and \$.30 per hour to Water Plant employees on the Midnight Shift (12:00 midnight to 8:00 a.m.).

Section 1

Any employee having a grievance shall present the matter to the steward or local officer to determine if it is a grievance or not. If a grievance, they shall take up same with the immediate supervisor.

Section 2

If not satisfactorily resolved in Section 1, such grievance shall be submitted to the superintendent, in writing, and signed by the grievant. The superintendent shall have five (5) days (excluding Saturdays, Sundays, and holidays) in which to respond, in writing, to said grievance.

Section 3

If still unresolved in Section 2, it shall be reduced to writing and presented to the city manager. The city manager shall notify the Union and superintendent of his decision within five (5) working days (excluding Saturdays, Sundays, and holidays) from receipt of the grievance.

Section 4

In the event the grievance is not satisfactorily settled in Section 3, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within thirty (30) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

Section 5

In the event that a grievance is not settled in Section 4, the Union or the City shall have thirty (30) days in which to invoke arbitration. Arbitration must be invoked in the following manner:

- (a) Written notification within ten (10) days after receipt of disposition at Section 4 of intent to submit the issue to arbitration.
- (b) Within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules, regulations, and procedures of M.E.R.C.

The decision of the arbitrator shall be final and binding on all parties.

The arbitrator may not add to, subtract from, change, or amend any of the terms of this Agreement.

The expense of such impartial arbitrator shall be shared equally between the City and the Union.

Notwithstanding anything appearing elsewhere in this Agreement, the impartial arbitrator shall have the authority to rule only on matters covered by this Agreement, and shall not have the authority to rule on any other matter at issue or which may be at issue between the parties hereto.

Section 6

Any grievance not appealed from a decision in one of the steps of the above procedure to the next step within five (5) days after a decision at the current step as prescribed shall be considered closed, unless reconsideration is mutually agreed to by the Union and the City. Grievances must be initiated within three (3) working days (excluding Saturdays, Sundays, and holidays) of such time as the employee has had opportunity to be aware of an alleged grievance or it shall not be considered legitimate cause.

Section 9 - Personal Leave Days

Regular full-time employees shall receive three (3) paid personal leave days per year at the discretion of the department head with a minimum of three (3) days' notice to him/her, provided no cost overtime is incurred. Personal days are to be accumulated on July 1 of each contract year and must be used before June 30 of that year or they will be lost, unless a written request has been given to the superintendent prior to July 1 to convert the unused personal days to sick days as outlined in Schedule "A", Section 5 (b).

Section 10 - Life Insurance

- (a) The City of Algonac shall pay the total cost of term life insurance in the amount of twenty-five thousand dollars \$25,000.00 for each full employee, effective January 1, 1995.
- (b) A new hire shall not receive life insurance until he/she has completed probation.

Section 11 - Breaks

Each employee shall be given a fifteen (15) minute break in each four (4) hour working period, in accordance with the rules, regulations and a schedule to be devised by the City. The City shall provide a lunch break during any overtime period in excess of four (4) hours. Abuse of this privilege shall be grounds for disciplinary action.

Section 12 - Wash-up Time

There shall be two (2) ten (10) minute wash-up breaks allowed for each employee, one (1) at lunch, and one (1) at quitting time.

Section 13 - Pay Days

A pay day falling on a holiday shall be paid during the preceding regular working day.

Section 14 - Work Uniforms

(a) The City of Algonac agrees to provide each employee with work uniforms. Such uniforms shall be provided by the City, utilizing the following method of provision at the option of the City.

UNION

Group Suffix 10238-001

Blue Cross Certificate Rider Coverage:

2062	C 0959GS	COMP-SEMI REG	C2288	D-45NM REG	C 4000	FC SD DC
	C 408106	RIDER SAT II	C4398	BONE MRRW TRANS	C 5220	SUBRO2
	C 5227	HMN	C5687	PULM TUBERCULOS	C 5821	ASFP
	C 6003	ICMP	C690808	TRUST-15	C 7021	HOSPICE
	C 990903	SOT-PE	C993009	GLE-1		

Blue Shield Certificate Rider Coverage:

	MC3L					
D	501308	MAX ALL COST	D785110	APDBP PD \$5.0	D 9560	DRUG CER. 5.00
M	MMPD01	CATASTROPHIC	M5227	HMN	M 7057	RAPS2
M	7106	MMC XT MJ	M793301	MMCPOV MVF1 NI	S 021808	PSG RDR-FAE-RC
S	1879	PSG1 CERTIFICT	S18921R	PSG1 ML REG	S 3687	CERT NURSE PRAC
S	3691	RDC	S3693	TECH SURG ASST	S 4000	FC SD DC
S	408106	RIDER SAT II	S4398	BONE MRRW TRANS	S 46641R	V-ST REGULAR
S	4832	ROUTNPAPSMER	S5220	SUBRO2	S 6600	CNM
S	670101	PLUS-15	S690808	TRUST-15	S 7103	XTMJ
S	7469	RAPS	S7562	MAMMOGRAMS		

Section 7 - Jury Duty

The City of Algonac shall pay any employee whose absence is required (by order, or subpoena of the Court) the difference between the amount paid by the Court and the regular amount paid the employee.

Section 8 - Military Service

The Employer shall pay the Health and Welfare Fund contributions on employees on leave of absence for training in the military reserves or national guard, but not to exceed fourteen (14) days, providing such absence affects his/her credits or coverage for Health and Welfare and/or pension.

Section 7

A grievance may be withdrawn without prejudice. A grievance shall be reinstated up to one (1) week of withdrawal, or lose all status as a grievance. Where one (1) or more grievances involve a similar issue, those grievances may be withdrawn, upon agreement between the City and Union, pending the disposition of the representative case. Such mutual agreement must be in writing and will in no way affect the financial liability of those grievances withdrawn.

Section 8

Any grievance involving discharge or suspension must be filed in writing and signed by the grievant within two (2) working days (excluding Saturdays, Sundays, and holidays), and the City shall render a decision within two (2) working days (excluding Saturdays, Sundays, and holidays) of its receipt. In all cases of discipline involving discharge or suspension, the employee shall have the right to have his/her steward present. Under normal circumstances prior to being required to leave the property of the Employer, the discharged or suspended employee shall have thirty (30) minutes to consult privately with his/her steward.

ARTICLE IX

SENIORITY

Section 1

Seniority shall be from the date of hire and shall take effect at the end of the probationary period. No employee shall lose seniority if he/she appears on the payroll, as long as the person remains on the payroll as a full-time employee or is laid off by the City for lack of work.

Section 2

If an employee voluntarily resigns or is discharged for a just cause, he shall lose seniority.

Section 3

In reduction in staff, employees shall be laid off beginning with the junior employee, regardless of department. Rehiring shall begin with the senior employee laid off.

Section 4

An employee called back to work must report within three (3) working days or lose his seniority, unless for just cause he is unable to comply with this provision.

Section 5

The City shall provide the Union with a complete seniority list, classification, and wage scale for all members by the first day of November in each calendar year.

Section 6

Any employee permanently or partially incapacitated by injury or illness arising out of his employment may be assigned work he is capable of performing without regard to seniority provision, provided both the City and Union agree. The employee's rate shall be that of the job performed. If unable to perform a normal day's work, a rate mutually agreeable to the City and Union shall be set.

Section 7

Any employee employed in a classification covered by this Agreement who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her promotion or transfer, and he/she shall maintain the seniority rank he/she had at the time of his/her promotion or transfer out of the unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

Section 8

The steward shall be granted super-seniority for purposes of layoff and rehire only, providing he/she can perform the available work. Only one (1) steward shall have super-seniority for such purposes.

(g) Three (3) days' emergency leave, with pay, shall be granted for a death in the immediate family. The immediate family in this case shall include spouse, father, mother, brothers, sisters, grandmother, grandfather, grandchildren, and all in-laws.

(h) Recognized holidays falling within a period of sick leave shall not be charged against accumulative sick leave. Sick leave may be allowed in case of illness or injury occurring during vacation period, provided proof of illness or injury is substantiated by a doctor's certificate.

Section 6 - Hospitalization

The City of Algonac will pay the full cost of a medical and hospital insurance plan for each employee and his family. Probationary employees will receive same benefit upon completion of ninety (90) days of service. The plan for both will be as follows, or its equivalent from a like insurance provider:

Blue Cross/Blue Shield: of Michigan	Plan S - Blue Preferred with Master Medical (MM)
Riders:	Prescription Drug \$5.00 co-pay

Payment will be made at employee's most current rate of pay.

(b) Upon written request by the employee, unused floating holidays and personal days shall be converted into the employee's sick day bank, provided the employee has not reached the total maximum accumulation.

(c) In case of illness or injury, the employee shall promptly notify his/her supervisor. Sick leave shall be allowed only when an employee is too ill or disabled to be able to work safely. Minor ailments which would not affect the health or safety of persons or property do not qualify an employee for sick leave. Sick leave is herein defined as any regularly scheduled working day, or part thereof, lost due to illness, medical examination or treatment, dental examination or treatment, or optical examination or treatment. A certificate from the attending physician, dentist, or optometrist may be required as evidence of absence before compensation is allowed. The use of sick leave is limited to applications herein, and is not convertible for any other purpose.

(d) An employee who is required to be absent from work due to serious illness in the immediate family may use accumulated sick leave benefits for this purpose. Immediate family shall be defined as spouse, child, or parent.

(e) Days or portions thereof lost as a result of injury on the job, where not covered by worker's compensation, shall be deducted as sick leave days until such time as worker's compensation benefits become effective. If applicable, an employee's sick leave may be used to augment worker's compensation benefits; however, sick leave payment will be limited to only the amount of difference between that received from worker's compensation and regular pay due the employee from the City.

(f) No sick leave shall accumulate during a sick leave or absence of thirty (30) calendar days or more. When an employee's accumulated sick leave has been exhausted, he/she may use accrued vacation leave. After an employee has used all accumulated sick leave and accrued vacation, a written request may be made for a special leave of absence.

ARTICLE X

STEWARDS

Section 1

The Employer recognizes the right of the Union to designate a steward and alternate steward from the Employer's seniority list. The authority of the steward and alternate steward so designated 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 the Employer or the designated Employer 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:
 - (1) have been reduced to writing; or
 - (2) 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.

Section 2

The steward and alternate steward 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 the steward and the alternate steward 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 steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. The steward shall be permitted reasonable time to

investigate, present, and process grievances on City property without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime, if within the regular schedule of the steward.

ARTICLE XI PROMOTIONS

Section 1

In the promotion of employees covered by this Agreement to classifications within the bargaining unit, seniority will govern whenever qualifications and abilities of the employees are considered equal. Any employee who feels aggrieved will be granted a prompt review by management, and if then not satisfactorily closed, may process his claim through the grievance procedure.

Section 2

The City agrees to post vacancies in existing job classifications and new job classifications within the department for a period of five (5) working days. If, in the opinion of the city manager, a vacancy is deemed to exist, proper notice shall be posted as soon as it is possible. Then, if no response, the position may be filled directly from the outside.

Section 3

All bidding employees shall be considered in accordance with Section 1 of this Agreement.

Section 4

Employees may be required to remain in their old jobs until properly replaced.

Section 5

Employees shall not use the posting procedure to secure a shift preference.

(b) Annual leave periods shall run June 1st through September 15th. The third and fourth week of annual leave shall be required to be taken during the off season. The employee may waive summer leave upon approval by the City and be scheduled with winter annual leave, if not in conflict with previously scheduled winter leaves.

(c) Vacations will be taken at a time mutually agreeable to the City and the employee, the need for the services of the employee at a particular time being paramount. An employee requesting more than ten (10) vacation days at one time shall obtain supervisory approval at least thirty (30) calendar days in advance of the proposed vacation leave.

(d) Earned vacation must be totally used in the anniversary year following the year it accrues. However, if unusual circumstances exist, vacation time may be held over for one (1) year for a maximum of two (2) years of accumulation upon written approval by the City.

(e) A designated City holiday that falls during an employee's vacation leave shall not be charged as vacation leave.

(f) Vacation leave shall not be earned by any employee during a leave of absence without pay, or time otherwise not worked or paid, if such absence exceeds thirty (30) days in the employee's anniversary year.

(g) Upon termination of employment with the City, an employee shall be paid for any accumulated vacation days; payment will be made at the employee's most current rate of pay.

(h) Upon request, vacation checks are to be issued on the pay period before vacation to be taken as an advance on their next pay. Vacation checks can be a separate check.

Section 5 - Sick Leave

(a) Each employee shall accumulate sick leave at a rate of one (1) day per month. No sick leave shall accumulate beyond one hundred (100) days. At the time of retirement, death, or quit, an employee shall be paid fifty percent (50%) of accumulated sick leave.

(d) Regular full-time employees shall receive two (2) floating holidays per year at the discretion of the department head with a minimum of three (3) days' notice given to him/her, provided no cost of overtime is incurred. Floating holidays are to be accumulated on July 1st of each contract year, and must be used before June 30th of that year or they will be lost, unless a written request has been given to the superintendent prior to July 1st to convert the unused floating holidays to sick days as outlined in Schedule "A" - Section 5 (b)."

(e) All City offices will receive one-half (1/2) day off for Good Friday. If an employee wishes to take the other one-half day off, they can request it through their supervisor, using vacation or personal time.

Section 4 - Annual Leave

(a) All employees shall be entitled to the following annual leave:

<u>Years of Service</u>	<u>Days Vacation</u>
1 - 2	5 Days
3 - 4	10 Days
5 - 11	15 Days
12 - 19	20 Days
20 - 25	25 Days
After 26 Years	26 Days
After 27 Years	27 Days
After 28 Years	28 Days
After 29 Years	29 Days
After 30 Years	30 Days

Section 6

Employees who bid for and are awarded their job bidding shall not be entitled to bid for any other job for a period of six (6) months.

Section 7

Employees awarded a job bid shall have a maximum of thirty (30) days to qualify for such job. This shall not prevent the City from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority.

Section 8

This posting procedure shall not prevent the City from hiring from the outside whenever qualified applicants are not available from within the City departments.

Section 9

In the event there is a temporary job or job opening due to illness, lack of manpower, leaves, or emergencies, the City may fill such a job by transferring another employee or employees to such temporary vacancies, not to exceed two (2) months, unless a longer time is agreed to. Seniority of employees affected will not be changed.

Section 10

- (a) If a new position should be created due to the introduction of new equipment, a temporary rate may be established by the City for a period not to exceed three (3) months. During this period, the City and the Union shall bargain on the rate of the new classification.
- (b) If no agreement has been reached at the end of the three (3) months, the matter shall be processed through the grievance procedure.

ARTICLE XII

ABSENCE

Section 1

Any employee desiring a leave of absence without pay from his/her employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer. During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights up to one (1) year.

Section 2

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

Section 3

- (a) Employees who require leave due to sickness, injury, pregnancy, or pregnancy-related conditions shall be granted unpaid leave for a period of up to three (3) months. Such leave can be extended for an additional three (3) month period or portions thereof, but shall not exceed one (1) year. An employee who has not returned to work within one (1) year shall be automatically terminated and shall lose all seniority rights.
- (b) A request for a medical leave of absence must be made by the employee at the earliest date possible stating the reasons for the request and the number of days of leave

Section 2 (c) - Overtime and Work Week Water Plant

The standard regular work week shall be based on a forty (40) hour weekly average. Any work performed in excess of the forty (40) hours average shall be paid at one and one-half (1 1/2) times the hourly rate. Work performed on the actual holiday shall be paid at a rate of two (2) times the employee's hourly rate. Each Water Plant employee will be paid eight (8) hours' pay at straight time in lieu of time off for the holiday, whether they are scheduled to work or not.

Section 3 - Paid Holidays

- (a) The following days shall be declared legal holidays:

- New Year's Day
- Good Friday (one-half day)
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- Employee's Birthday

- (b) For employees in the Department of Public Works, if any of the above holidays fall on a Saturday, the preceding Friday is observed as a holiday; and when any of the above holidays fall on a Sunday, the following Monday is observed as a holiday.
- (c) An employee must work his/her regular work day before and after a holiday. If the holiday falls on Sunday, Monday may be recognized as the holiday. The day to be observed, however, shall be governed by local custom. All employees shall be granted the designated days and paid at the rate of straight time.

Section 2 Starting Pay

New employees in the D.P.W. Labor and Water Operator classifications are to be hired at \$1.00 below contract rates. After completion of the probation period, the employee will go to the contract rate.

Section 2 (a) Overtime and Work Week for D.P.W.

The standard regular work week shall be five (5) days, (Monday through Friday), for a total of forty (40) hours. All work performed in excess of eight (8) hours per regular scheduled shift, shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate. Work performed on the seventh (7th) day of the regularly scheduled work week shall be paid at two (2) times the employee's regular hourly rate. Work performed on a holiday shall be paid at two (2) times the employee's regular hourly rate. Overtime is to be by rotated seniority.

Section 2 (b) Pension Agreement

The Employer and the Union agree as follows:

1. Employees who are employed by the City of Algonac on July 1, 1994 or thereafter, and who are covered under this Agreement, shall be enrolled in a pension plan as provided by the Michigan Municipal Employees' Retirement Act established by Act No. 220 of the Public Acts of 1996 (MMERS). Former employees who qualified to participate in the Aetna Plan shall remain in and subject to the Aetna Plan.
2. Eligible employees shall be enrolled in Benefit Program B-2, F55/20, V6.
3. For purposes of the MMERS Plan and calculating benefits thereunder, an employee's credited service date shall be July 1, 1988 or the employee's date of hire, whichever is later. There shall be no credited service for any periods of employment prior to July 1, 1988.

required. A statement by the attending physician shall be furnished by the employee at the time of the leave request if the leave will exceed three (3) days, and it must state the approximate date the employee can return to work and whether the employee can, before and after the leave period, perform the work required for his/her job. For any medical leave exceeding three (3) days, the employee must submit a written release from his/her doctor before returning to work. The employer may require supplementary statements from the employee's physician updating the Employer on the status of the employee's medical condition and the employee's ability to continue to work or to return to work.

(c) The Employer may require an employee to submit to a physical examination by a doctor selected and paid for by the Employer.

(d) An employee who accepts employment during a medical leave may be discharged by the Employer.

ARTICLE XIII
PICKET LINE

Section 1

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's places of business.

ARTICLE XIV
PAY PERIOD

Section 1

- (a) Employees covered by this Agreement shall be paid on a bi-weekly schedule. Employees shall be paid at the end of their working period. Not more than seven (7) days shall be held from a regular employee.
- (b) The Union and Employer may, by mutual agreement, provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose upon request of individual employees or Union representatives.
- (c) Employees can participate in the current program wherein they have the City deposit one half of their paycheck at Citizen's First Savings Bank, thus giving the equivalent of a weekly pay day. Bi-weekly pay period to remain the same for all employees.

ARTICLE XV
BONDS

Section 1

- (a) 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.
- (b) The primary obligations to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangements; standard premiums only on said bond to be paid by the Employer. A standard premium shall be

SCHEDULE "A"

Section 1 - Wage Rates

The following rates of pay shall apply during the term of this Agreement:

WAGES - THREE YEAR CONTRACT				
<u>DPW</u>	<u>7/1/96</u>	<u>7/1/97</u>	<u>7/4/98</u>	<u>7/1/99</u>
Crew Leader	14.131	14.554	14.990	15.439
Foreman	N/A	N/A	N/A	N/A
Equip. Operator	13.943	14.361	14.791	15.234
Utility II	13.765	14.177	14.602	15.040
Utility I	13.191	13.586	13.993	14.412

* Utility I paid higher rate only for snow removal at .50 per hour.

** Special adjustment for operating Back-Hoe/Sweeper .65 per hour or not to exceed rate of Operator for employee other than operator authorized to operate Back-Hoe/Sweeper.

<u>WATER</u>	<u>7/1/96</u>	<u>7/1/97</u>	<u>7/4/98</u>	<u>7/1/99</u>
Chief Operator	14.495	14.929	15.376	15.837
Water Operator	14.030	14.450	14.883	15.329

VISION SCHEDULE

GROUP CODE 051

COMPLETE EXAMINATION

\$20.00

LENS, EACH:

single vision

\$20.00

bi-focal

\$30.00

Code 823 - tri-focal

\$34.00

FRAMES:

\$15.00

that premium paid by the Employer for bonds applicable to all other of its employees in similar departments.

(c) If there is any excess premium to be paid, it shall be paid by the employee.

Cancellations of a bond after once issued shall not be cause for discharge, unless the bond is canceled for cause which occurs during working hours or is due to the employee having given a fraudulent statement in obtaining said bond.

ARTICLE XVI

REPORT IN AND CALL-IN PAY

Section 1

Employees who report to work on their regular shift without being notified that no work is available or who are called in to work other than on their regular shift shall receive not less than two (2) hours' pay at one and one-half (1 1/2) times their regular rate of pay.

ARTICLE XVII

LOSS OR DAMAGE

Section 1

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

ARTICLE XVIII

EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition. It shall not be a violation of this Agreement when employees refuse to operate such equipment, unless such refusal is unjustified.

Section 2

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

Section 3

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

Section 4

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, until the equipment has been approved as being safe by the mechanical department.

Section 5

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

DENTAL/ VISION PLAN "A"

<u>Dental Procedure</u>	<u>Plan A</u>
<u>Diagnostic and Prevention</u>	
Exam and Full Mouth X-Ray	100%
Prophy (1 per 6 mos.)	100%
Palliative Treatment	100%
<u>Oral Surgery</u>	
Extraction-Routine	100%
Each Additional	100%
General Anesthesia (as medically necessary)	\$10.00 co-pay
<u>Endodontics</u>	
Root Canal Filling (Single)	\$15.00 co-pay (per canal)
<u>Restorative</u>	
(Fillings) (Single Surface)	
Composite	100%
Amalgam	100%
<u>Crowns/Inlays</u>	
Inlays	100% After Lab Cost*
Crowns	100% After Lab Cost*
<u>Prosthetics</u>	
Upper Denture	100% After Lab Cost*
Lower Denture	100% After Lab Cost*
Partials	100% After Lab Cost*
Denture Repair	100% After Lab Cost
<u>Periodontics</u>	
Scaling and Root Planning	\$0
Perio Surgery (per quadrant)	\$50.00 co-pay
Maximum Dental Benefit	NONE
Orthodontia	\$850.00 co-pay

*Replacement frequency is once per five (5) years.
Dependent children covered to age 23 if full-time student.

ARTICLE XXX
MANAGEMENT RIGHTS

Section 1

The City retains all of the rights and functions of management, except to the extent that they are expressly and specifically modified or limited by the written specific provisions of this Agreement. Some of the rights retained by the City include, but are not limited to, the right, power, and authority to manage the City's operations and to direct the working force; to hire and assign employees of its own selection and determine the number to be employed; to maintain efficiency; to extend, maintain, curtail, or terminate all or any part of the operations of the City; to determine the size and locations of the City's facilities; to determine and establish new or improved methods or facilities; to discontinue old methods or facilities; to prepare job qualifications and to establish job classifications; to assign and reassign the work to be performed by the employees or classifications of employees as the City may deem necessary; expedite to establish and change work schedules and assignments; to transfer, promote, demote, layoff, terminate, or otherwise relieve employees from duties; to establish, maintain, and enforce rules for the maintenance of discipline; to discipline, suspend, or discharge employees for just cause; to determine, establish, change, and modify performance standards; to determine what work, if any, shall be performed by contractors; to determine the number of hours and days in the work week for all employees; to establish and to require employees to observe department rules and regulations, except as the foregoing may have been modified by, or contrary to, any specific written terms or provisions of this Agreement.

Section 2

The above rights of management are not all inclusive, but indicate the type of matters where rights shall belong to or are inherent to management.

Section 6

The Employer shall install heaters and defrosters on all trucks and cab-type equipment, and keep same in operating condition.

ARTICLE XIX
NEW EQUIPMENT

Section 1

Where new classifications for which rates of pay are not established by this Agreement are put into effect with the operations covered by this Contract, rates governing such classifications shall be subject to negotiations between the parties. Rates agreed upon shall be effective as of the date said classification is put into effect.

ARTICLE XX
WORKMEN'S COMPENSATION

Section 1

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

Section 2

An employee who is injured on the job and is sent home or to a hospital or who must obtain medical attention shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An employee who is required by the worker's compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

ARTICLE XXI
PROBATIONARY PERIOD

Section 1

All employees must satisfactorily complete a six (6) month probationary period before they become regular full-time employees having seniority with the City. Probationary employees who do not successfully complete their probationary period may be summarily terminated by the City without recourse to the grievance or arbitration provisions of this Agreement by the Union or the employee.

ARTICLE XXII
SEPARABILITY AND SAVINGS CLAUSE

Section 1

If any Article or Section of this contract or of 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 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 affected thereby.

Section 2

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3

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

Section 4

In the event of an inadvertent failure by the Union to give the notice set forth in Section 1, 2, and 3 of 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.

ARTICLE XXIX
DISCHARGE AND SUSPENSION

Section 1

The City shall not discharge or suspend any employee without just cause; but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, except that no warning notice need be given to an employee before he is discharged or if the cause of such discharge is of such a nature that summary discharge would be warranted. Summary discharge is warranted for: insubordination, drunkenness, falsification of records (if pertaining to public health), and theft.

Section 6

It is agreed that the Welfare Fund will be separately administered jointly by the Employer and the Union in compliance with all applicable laws and regulations, both state and federal.

Section 7

By the execution of this Agreement, the Employer authorizes the Employer's Associations who are signatories to collective bargaining agreements with Teamsters Union containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such trust agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XXVIII
TERMINATION OF AGREEMENT

Section 1

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

Section 2

It is further provided that, where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 1997, or June 30 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

ARTICLE XXIII
STRUCK GOODS

Section 1

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action, if an employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

ARTICLE XXIV
MAINTENANCE OF STANDARD

Section 1

It is agreed that no benefits of employment uniformly applied and enjoyed prior to the execution of this Agreement shall be eliminated during the period of this Agreement.

ARTICLE XXV
GENERAL

Section 1

The Employer agrees that it will allow the proper accredited representatives of the Union access to the various departments during working hours for the purpose of policing the terms and conditions of this Agreement.

Section 2

The Union shall have the right to examine the sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

ARTICLE XXVI
CONTRACT NEGOTIATIONS

Section 1

The City and the Union shall each name a bargaining committee of not more than three (3) persons. Any changes in bargaining committees shall result in written notification to the other party within ten (10) days.

Section 2

The officially designated bargaining committees may engage or utilize persons to act in a staff capacity during negotiations.

Section 3

The chief executive officer of the Union and/or his/her designated representative shall be afforded reasonable time off during regular working hours and without loss of pay for the proper handling of Union business, including the processing of grievances. Such time off shall be subject to prior approval by the D.P.W. Superintendent, Water Department Superintendent, or their designated representative.

ARTICLE XXVII
DENTAL AND OPTICAL INSURANCE

Section 1

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, a dental and optical contribution of the current monthly premium for Group Plan A (051).

Weekly Rate

Effective Date

\$6.40

04/01/96 through 3/31/99

Should the rates exceed \$7.05 after March 31, 1999, the contract may be reopened for negotiations on this subject only.

Section 2

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other health and welfare fund.

Section 3

Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

Section 4

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Section 5

Notwithstanding anything herein contained, it is agreed that, in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare Fund, in accordance with the rules and regulations of the trustees of such Fund, and after the proper official of the Local Union shall have given 72 hours' notice to the Employer of such delinquency in the Health and Welfare fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made; and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.