

4/30/2000

4536

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

THIS AGREEMENT, is entered into between the City of Pinconning, hereinafter called "City" and Teamsters Local Union No. 486, affiliated with the International Brotherhood of Teamsters, located at Saginaw, Michigan, hereinafter called the "Union."

WHEREAS both parties are desirous of promoting and improving relations between the parties;

ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1.1. RECOGNITION: The City recognizes the Union as the sole and exclusive collective bargaining agent in respect to rates of pay, wages, hours of employment and working conditions for all full time and regular part time City employees for those positions described in Section 17.1 of this Agreement.

Section 1.2. AGENCY SHOP: (a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligations to the extent that he receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the City after it has satisfied itself that the Union is the choice of the majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement

(c) In accordance with the policy set forth under paragraphs one (1) and two (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, but shall be limited to the amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues.

*Pinconning, City of*

For present regular employees such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later. And for new employees the payment shall start thirty-one (31) days following the date of employment.

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

Section 1.3. CHECK-OFF: The City agrees to deduct equally each pay period from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the City in writing each month a list of its members working for the City who have furnished to the City the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of each member, and the City shall deduct such amount following the receipt of statement of certification of the member and remit to the Local Union in one (1) lump sum. The City shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

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

Section 1.4. BULLETIN BOARD: The Union shall be provided with one (1) suitable bulletin board for the posting of notices of Union meetings, Union elections and results and Union social functions, and any other notices pertaining to Union business. The bulletin board shall be identified with the name of the Union and shall be maintained in good repair.

## ARTICLE 2

### CONTINUATION OF WORKING CONDITIONS

The City agrees to maintain all present conditions of employment that are accorded the employee, including the provisions of the City's Personnel Policies which are hereby adopted by reference herein, except where said conditions are provided for in this Agreement, and in such event, this Agreement shall control. This provision shall not apply to inadvertent or bona fide errors made by the City or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date said error becomes known to the parties.

## ARTICLE 3

### MANAGEMENT RIGHTS

(a) The City reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as especially abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, discipline for just cause, and layoff, for the orderly and efficient operation of the City.

(b) The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its charter including the sole right to manage its business, to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services, the scheduling of services, and the maintenance of order and efficiency in its departments and divisions.

(c) The City has the right to determine hours of work, work schedules including starting and quitting times, and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed.

(d) The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.

(e) The City has the right to hire, select and direct the workforce and to assign, promote, layoff, and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement.

(f) The City shall retain as management rights any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.

(g) The City has the right to contract out any work it deems necessary or desirable according to the dictates of good management and business practice and/or is in the best interest of the citizens served. No employee will be laid off as the result of contracting out work. For the purposes of this provision, an employee will not be considered laid off if the City obtains for the employee an offer of employment with equal or better wages and reasonably equivalent benefits.

#### ARTICLE 4

##### NEW JOBS AND POSTINGS

The City shall post on the bulletin board job openings covered by this Agreement for seven (7) calendar days before going outside of the bargaining unit to seek applicants. Employees in the bargaining unit shall bid within the seven (7) day period. The City shall fill such openings based upon a determination of the best qualified applicants; however, if ability and qualifications of applicants are substantially equal, the bargaining unit applicant with the greatest seniority shall be chosen. Qualifications includes, but is not limited to, consideration of education, training, and work experience, including that at the City of Pinconning.

#### ARTICLE 5

##### EXTRA CONTRACT AGREEMENTS

The City 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 individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

#### ARTICLE 6

##### UNION REPRESENTATION

Section 6.1. INSPECTION PRIVILEGES: Upon request specifically stating the reasons therefore, authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is minimal interruption of work.

Section 6.2. STEWARDS: The Employer recognizes the right of the Union to designate one (1) job Steward and one (1) Alternate from the City's seniority list. The Union shall promptly notify the City in writing of its Steward and Alternate designations. The authority of the job Steward and Alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the City or the designated City representative in accordance with the provisions of the Collective Bargaining Agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:
  - (a) have been reduced to writing; or
  - (b) if not reduced in writing, are of a routine nature and do not involve interference with the City's business.

Job Steward and Alternate have no authority to take strike action, or any other action interrupting the City's business. The City recognizes these limitations upon the authority of the job Steward and his Alternate, and shall not hold the Union liable for any illegal acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop Steward has taken strike action, slowdown or work stoppage in violation of this Agreement.

One (1) Steward shall be permitted reasonable time to investigate, present and process grievances on City property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and City, off City property. 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. No steward shall be paid overtime pay for time spent beyond regular working hours processing a grievance.

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 7.1. SCHEDULE OF HOURS: (a) The regular work day for full time bargaining unit members to whom this Agreement applies shall be eight (8) hours, commencing at a reasonable time to be determined by the applicable department head; any indefinite changes in starting times are subject to prior discussion between the parties.

(b) There shall be one (1) unpaid one-half ( $\frac{1}{2}$ ) hour break for lunch each shift. In addition, each employee shall receive a paid fifteen (15) minute break in the first (1st) half ( $\frac{1}{2}$ ) of his/her shift and a paid fifteen (15) minute break in the second (2nd) half ( $\frac{1}{2}$ ) of his/her shift.

(c) The regular work week, for payroll purposes only, for full-time employees shall consist of forty (40) hours over a seven (7) day period, Saturday through Friday; and the normal work schedule shall consist of five (5) consecutive eight-hour (8) days, Monday through Friday. (Parks and recreation schedule varies but works five (5) consecutive eight (8) hour days.)

(d) Hours of work and work schedules for part time employees shall be determined by the City Manager, but any change in hours shall be reasonable.

Section 7.2. OVERTIME: (a) Overtime is work assigned and performed in excess of forty (40) hours per week. Overtime shall be compensated in cash at the rate of one and one-half ( $1\frac{1}{2}$ ) times ( $1-1/2x$ ) the employee's regular straight time rate of pay. Paid holidays, compensatory time, and vacation time shall count as time worked for purposes of computing overtime.

(b) When employees are assigned to work at the Wastewater Treatment Plant on Saturdays or Sundays, they shall normally take an equal amount of time off during the Monday through Friday period that follows, with a minimum of four (4) hours of compensatory time for each Saturday and for each Sunday worked, so that their work week does not exceed forty (40) hours. However, if the City is unable to grant such time off, the time may be carried over as compensatory time to be used within sixty (60) days at mutually agreed upon times.

Section 7.3. PAID FOR TIME: All employees covered by this Agreement shall be paid for all time spent in the service of the City. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee registers in, until the time he registers out. Employees shall be guaranteed two (2) hours pay each time they report to work at the rate specified in the Agreement. If a pager system is put in place, this guarantee shall be increased to four (4) hours at the rate specified in the Agreement.

ARTICLE 8

VACATIONS

Section 8.1. VACATION BENEFITS: Full time employees will earn annual vacation credit as of their anniversary date of employment in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Hours of Annual Vacation Credit</u>
One (1) year	40 hours
Two (2) through five (5)	80 hours
Six (6) through twelve (12)	120 hours
Thirteen (13) or more	160 hours

Section 8.2. All vacation is paid time off, taken in one-half (½) day blocks. If a holiday falls within an employee's scheduled vacation period, the day shall be paid as a holiday and not be charged to vacation. Vacation time must be used within one (1) year of its being earned except an employee may carry over up to forty (40) hours of vacation time from one (1) service year to the next (i.e., the employee may have up to forty [40] hours unused on the day before his or her anniversary date of employment). Unused time in excess of this limit shall be lost. This limit rule will be placed into effect on the last day of this collective bargaining Agreement.

Employees leaving their employment with the City will receive vacation credit on a pro-rated basis, as in the past. All vacation time standing to the credit of an employee at the time of leaving the service of the City will be paid over the period of time utilized as vacation time and not as a lump sum payment.

Section 8.3 Absence on account of sickness, illness or disability in excess of that hereinafter authorized for such purposes, may be charged against vacation allowance, at the request of the employee.

Section 8.4. (a) The Employer shall have the right to determine vacation leaves of absence so that such vacation leaves of absence shall not interfere with the efficient operation of the City.

(b) The City shall keep a record of vacation credit and each supervisor shall record, schedule and notify the payroll department of vacation leaves to accord with operating requirements, and insofar as possible, with the request of the employee. All vacation requests must be in writing on a designated calendar and, beginning with January of each year, vacation request shall be on a first-come, first-served basis.

Records of employee vacation eligibility and vacation days used shall be available to the employee through his/her supervisor.

## ARTICLE 9

### HOLIDAYS

Section 9.1. The following days shall be paid time off holidays for regular, full time employees:

New Year's Day	Memorial Day
Good Friday	Labor Day
Independence Day	Christmas Eve
Thanksgiving Day	Christmas Day
Thanksgiving Friday	½ day New Year's Eve

If a holiday listed above falls on Saturday, it shall be observed on Friday and if it falls on Sunday, it shall be observed on Monday.

Section 9.2. Normally, holidays will be paid days off with the employee being paid eight (8) hours of holiday pay. If an employee is called in to work on one (1) of the above seven (7) holidays, the employee shall be paid his straight time hourly rate of pay for each hour worked in addition to the holiday pay; provided, however, employees at the Wastewater Treatment Plant shall receive a minimum of four (4) hours at time and one-half, in addition to the holiday pay, for scheduled work on holidays.

Section 9.3. To be eligible for holiday pay an employee must work the last scheduled work day preceding the holiday and the first (1st) scheduled work day following the holiday, unless the employee is on an approved vacation or submits written proof of illness from a licensed physician.

Section 9.4. Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within the probationary period.

## ARTICLE 10

### LEAVES OF ABSENCE

Section 10.1. FUNERAL LEAVE: If a death occurs among members of an employee's immediate family, the employee shall be excused from work for such time as is reasonably necessary upon notice to the City three (3) days of which shall be with pay and additional days to be charged against unused vacation time.

The term "immediate family" shall include: spouse, children, parents, brother, sister, legal guardian, father-in-law, mother-in-law, grandmother, grandfather or grandchild.



In the case of the death of an aunt, uncle, niece or nephew, the employee shall be entitled to take off from work such time as is reasonably necessary, charged against unused vacation leave, upon notice to the City.

Section 10.2. UNPAID PERSONAL LEAVE: (a) Any employee desiring an unpaid leave of absence from his or her employment must secure written permission from the City with notice thereof being given to the Union. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods subject only to the provisions hereinafter contained. Permission for extension must be secured from the City with notice thereof being given to the Union. During the period of absence the employee shall not engage in gainful employment without formal approval of the City Manager in writing. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury shall be subject to the provisions set forth in subparagraph (7) of Section 12.3.

(b) Fringe benefits in the form of health insurance, disability insurance, life insurance, and any other fringe benefits may be continued by the employee by reimbursing the City Treasurer for such costs on a monthly basis. Arrangements must be made with the payroll department by the employee prior to the grant of the leave.

(c) The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to the Steward or Alternate 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 City by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected, in order that there shall be no disruption of the City's operations due to lack of available employees.

(d) The City agrees to comply with the Family Medical Leave Act (FMLA) of 1993.

Section 10.3. SICK DAYS: (a) All City employees shall accumulate one (1) sick day with pay each month. New hires shall have credited to them three (3) sick days immediately upon completion of the probationary period.

(b) An employee eligible for sick days may use such days upon approval of his or her supervisor for absence due to illness, injury or exposure to contagious disease, or to attend to the care of an ill or injured spouse or child of the employee. Sick days shall not be taken as leave days or as vacation days. An employee taking sick days shall inform his/her immediate

supervisor of the fact and the reason therefore not later than the first (1st) hour of the employee's work day. Failure to do so within the first (1st) day of illness, injury or exposure to contagious disease shall be cause for denial of payment for the absence unless said notification is impossible. The supervisor may require a doctor's certification of illness, or report where he/she deems it appropriate.

(c) Payment for sick days shall be in four (4) hour blocks, computed toward overtime as if actually worked for full time employees.

(d) Sick leave allowance shall be used only for bona fide illness, injury or exposure to contagious disease of the employee. Any unused sick leave shall be accumulated into a sick leave bank, not to exceed thirty (30) days, which may be used for future illness or injury of the employee as his needs may require.

(e) Employees in the bargaining unit on the effective date of this Agreement shall have credited to them all sick days they have accumulated under past City policy as of that date up to a total of thirty (30).

Section 10.4. PERSONAL DAYS: The Employer agrees to grant one (1) personal day effective upon implementation of the Contract. The number of days shall be increased to two (2) personal days per physical year effective July 1, 1998. Employees taking a personal day shall make arrangements in advance for such day.

Section 10.5. JURY DUTY: An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages the employee would otherwise have earned by working straight time hours on the day, and the daily jury stipend paid by the court. This policy shall apply for each scheduled work day that the employee reports for, or performs jury duty. The employee must be able to provide documentation that the hours claimed were actually served upon request.

## ARTICLE 11

### INSURANCE

Section 11.1. LIFE INSURANCE: The City shall continue to provide and pay for a group term life insurance policy covering all full time employees in the amount of twenty thousand dollars (\$20,000) with double indemnity for accidental death or dismemberment.

Section 11.2. (a) Regular, full time employees and their eligible dependents shall be covered by the City's hospitalization/surgical/medical insurance plan. This plan, described below, is currently with Blue Cross and Blue Shield of Michigan,

but the City may select another carrier provided the coverage is reasonably equivalent. The current policy and its riders is described by BC/BS as COMP, D45NM, SEMI OPT2, BS1, hhc, MVF-1, nml, fas, fpd, SOTPE, HPCP, HCB1, MMC4, MM65-1, fop, SAT2, GPCST2, COB3, FC, SD. As an option, Blue Cross/Blue Shield Community Blue PPO Plan 1 shall be offered. It is mutually understood by the parties that the minimum participation requirements must be met for each Plan.

(b) Beginning with the increases scheduled to take effect January 1, 1995, employees covered by the insurance described in Paragraph A, above, shall pay all increases in premiums until the employee's share of the premium reaches fifteen percent (15%) of the total premium; thereafter, each employee shall pay fifteen percent (15%) and the City shall pay eighty-five percent (85%) of the total premium. The employee's share shall be paid through payroll deduction.

Section 11.3. WAIVER OF HEALTH INSURANCE: Health insurance coverage is available to all full time employees. However, any full time employee who may already have health insurance coverage through another source may file a waiver of hospitalization/medical coverage with the City, therefore making such employee eligible for health insurance compensation as set by Council policy effective October 1, 1990.

Health insurance coverage may be waived during open enrollment period (prior to October) and proof of adequate hospitalization/medical coverage from another source must be given. Health insurance compensation reimbursement to be made the first (1st) pay in October of the following year, reimbursement is twenty-five cents (25¢)/hour for each hour worked for the period 10/1 through 9/30 of coverage year waived.

Section 11.4. VISION CARE: The Employer agrees to provide and pay the cost of SVS Vision Plan II for all employees and dependents.

## ARTICLE 12

### SENIORITY

Section 12.1. Seniority is hereby granted to all full time employees of the City within the bargaining unit. Seniority is to be determined on the basis of the employee's last date of hire as a full time employee. Seniority is hereby granted to part-time employees based on their actual time worked.

Section 12.2. SENIORITY LIST: At the date of execution of this Agreement, the City shall furnish to the Union a seniority list that is up-to-date and which will show the individual employee's hiring date, name, classification, and seniority period. The seniority date of every employee shall be determined by the day, month and year he/she was last hired or in any other case where

two (2) or more employees would otherwise be at the same date, or in any other case where two (2) or more employees would otherwise be at the same level. Seniority will be determined by the last four (4) digits of the employee's Social Security number (high number-highest seniority). Such seniority list will be posted on the bulletin board required by Section 1.4 hereof. If the seniority date posted is contested by either party within thirty (30) calendar days after posting, then said date of seniority standings of any employee or the seniority list shall be submitted to the grievance procedure.

Section 12.3 LOSS OF SENIORITY: An employee may lose his/her seniority for the following reasons only:

- (1) He/she voluntarily quits City employment.
- (2) He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement, or by other provisions of this Agreement he/she is discharged and said discharge is not reversed.
- (3) He/she retires.
- (4) The employee is absent from work for three (3) consecutive working days without notice to the Employer unless giving such notice is impossible.
- (5) He/she is laid off for two (2) years or for a period of time equal to the length of his/her seniority, whichever is longer.
- (6) He/she shall not accumulate seniority while off on non-medical City-approved leave of absence for any reason after one (1) year.
- (7) Inability to work because of proven illness or injury shall result in the loss of seniority rights after a period of two (2) years from the date of said illness or injury.

Section 12.4. APPOINTMENT TO A NON-BARGAINING UNIT POSITION:

A person who is already employed by the City who accepts appointment to any position not included in the bargaining unit described by this Agreement shall not lose his/her accumulated seniority for that reason, but shall not accumulate bargaining unit seniority during his/her tenure in any such position. Any person who accepts appointment to any non-bargaining unit position, serves at the pleasure of the appointing authority. In the event that an appointing authority fails to reappoint or terminates a person who has prior City seniority, such person may bump a lower seniority employee in the same classification as that in which he/she was employed prior to accepting appointment providing that he/she is physically and otherwise qualified to do the involved work.

Section 12.5. NEW EMPLOYEES: A New employee shall work under the provisions of this agreement but shall be employed only on a ninety (90) working day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the City may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) working days, the employee shall be placed on the regular seniority list unless the City and the Union agree in writing, to extend the probationary period.

### ARTICLE 13

#### LAYOFF

Section 13.1. The City retains the right to determine what employees should be laid off, subject to the provisions of this Section. Seniority employees shall have bumping rights within their classification for which they are qualified and able to perform the work or other classifications for which they are qualified and able to perform the work. Such employee will carry his/her seniority to the new classification. Bumping must be requested in writing during the one (1) week notice required in Section 13.2.

Section 13.2. NOTICE OF LAYOFF: Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union shall receive a list from the City or its representatives of the employees being laid off on the same date the notices are issued to employees.

Section 13.3. SENIORITY ACCRUAL: An employee's seniority shall accrue during layoff but not to exceed double (2) the employee's seniority at the time of layoff and no more than a maximum of two (2) year's can accrue for any employee laid off. The City shall not be obligated to pay the cost of fringe benefits for any laid off employees.

Section 13.4. RECALL PROCEDURE: After a layoff, employees shall be recalled in inverse order of layoff. The Employer shall give an affected employee written notice of recall by certified mail, return receipt requested, to the employee's last known address.

If the employee fails to report for work within seven (7) calendar days after delivery by the post office of the notice at said address, the Employer shall consider the employee as having terminated his employment.

ARTICLE 14

DISCIPLINE

Section 14.1 DISCIPLINE: (a) No employee shall be removed, discharged, demoted, suspended, reprimanded, or otherwise punished, except for just cause. The Union shall be notified of all disciplinary action. If the Union believes a disciplinary action is without just cause, it may file a grievance.

(b) Records of disciplinary action will be given to the employee and will be placed into the employee's personnel file. An employee will be allowed to see his personnel file and may authorize, in writing, his Union representative to see the file.

(c) Past offenses not serious enough to have resulted in unpaid suspensions, will not be taken into consideration regarding current offenses if they occurred more than twelve (12) months previously.

Section 14.2 The City retains the absolute right to create and adopt employee rules and/or regulations, subject to the provisions of this Section. Any rule or regulation created by the City shall be written and shall be communicated to the affected employees, steward and Union within ten (10) working days of adoption. The Steward or Union may object to the reasonableness of any such rule by following the grievance procedure set forth in Section 10.1, hereof. For purposes of determining compliance with the time limits in the grievance procedure, the day of receipt of the newly adopted rule shall be the date of occurrence giving rise to the grievance. Nothing contained herein shall be construed as creating an obligation on the part of the City to create employee rules and/or regulations.

Section 14.3. UNION ACTIVITIES: Any employee, member of the Union acting in any official capacity whatsoever shall not be discriminated against as such officer of the Union so long as such acts do not interfere with the conduct of the City's business nor shall there be any discrimination against any employee because of Union membership or activity.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 16.1. Should any dispute arise between an employee or employees and the City or between the City and the Union as to the meaning or application of the provisions of this Agreement, earnest effort shall be made to settle and/or resolve such matter or matters in the following manner:



- (a) Step One: An employee having a grievance shall first take the grievance up with his supervisor who will attempt to resolve it. The supervisor may designate a representative who can act in the absence of the supervisor so long as said representative is not a member of the bargaining unit. Whenever the word "supervisor" is used in this Article, it shall also mean a supervisor's designated representative. The aggrieved employee may, if he or she desires, request that a committee person be present to discuss the matter. If the grievance is not satisfactorily resolved by the supervisor, it shall be reduced to writing as hereinafter provided.
- (b) Step Two: In the event the matter is not settled or resolved in Step One, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union and submit it to his/her supervisor. Written grievances must be taken up promptly and no grievance will be considered or discussed which is presented to the applicable supervisor later than ten (10) calendar days after the aggrieved has knowledge of the occurrence complained of. The written grievance should contain the date of the event giving rise to the grievance, a statement of facts concerning the grievance issue and a listing of the contract provisions allegedly violated, if any, and the remedy and relief requested. Within ten (10) working days the supervisor shall set forth, in writing, his/her response to the grievance.
- (c) Step Three: Within ten (10) working days after the date of said written response, or at a later date if mutually agreed upon, a meeting shall be held to discuss the matter at the office of the City Manager. Necessary parties shall include but not be limited to the City Manager, supervisor, grievant, Steward and/or Union official. It is the intent and purpose of the meeting to settle and/or resolve the grievance.
- (d) Step Four: In the event the grievance is not resolved in Step Two or in Step Three, then in that event within thirty (30) calendar days following any meeting as provided for in Step Three, the Union may submit the grievance to arbitration. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted to arbitration by the Union. Written notice to the City shall constitute a request for arbitration unless otherwise agreed to.



(e) The City and the Union shall meet as soon as possible after notice of the arbitration has been given for the purpose of selecting an arbitrator or agree upon an alternate procedure. If the parties are unable to select an arbitrator, within seven (7) calendar days of notice of arbitration, the Federal Mediation and Conciliation Service shall be requested by either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. The parties shall attempt to select an arbitrator from this panel within ten (10) working days. The Union and the City shall make alternate strikes from the panel list. If there is no selection from the list, the Federal Mediation and Conciliation Service shall appoint the arbitrator.

(f) The rules of the Federal Mediation and Conciliation Service or the procedure chosen shall apply to all arbitration hearings. The decision of the arbitrator will be final and binding on all parties.

(g) Fees and authorized expenses for the arbitrator shall be shared equally by the City and the Union.

(h) The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this Agreement.

(i) The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

(j) Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted or suspended without reasonable or just cause, the City agrees to promptly reinstate the employee to the employee's former position in effect on the day of discharge, demotion or suspension. Computation for any back wages or benefits for suspension or discharge must include offsets for unemployment insurance, workmen's compensation and benefits received including wages earned with other employers during the period. A decision may be rendered to reinstate the employee without back compensation or benefit.

(k) Failure of the grievant or Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the City within the time limits prescribed, except within any extension of time which may be mutually agreed to in writing, may be referred to the next step in the grievance procedure. The time limit will run from the date when time for disposition expired.

(l) Steps of the grievance procedure may be waived upon consent of the parties. The Union may withdraw a grievance at any step of the procedure. Time limits herein provided for may be extended upon written consent of the parties.

(m) Notwithstanding any provision contained in this Article, Union may commence any grievance that does not involve an individual employee, or the daily work routine, directly with the City by written notice to the City Council setting forth such facts, dates, and provisions of this Agreement as are relevant to the grievance whereupon the matter, by-passing earlier steps in the grievance procedure, will proceed to the proposed meeting at Step Three within the time frame specified for such a meeting and will proceed thereafter toward settlement or resolution as any other grievance.

ARTICLE 16

PENSION BENEFITS

Section 16.1 Full time employees are members of the City's pension plan with the Michigan Municipal Employees Retirement System. Benefits are the C-1 Old with the F-55 with fifteen (15) years of service rider. Each employee makes contributions to the plan of three percent (3%) of the first (1st) \$4,200.00 of annual compensation and five percent (5%) of annual compensation over \$4,200.00.

ARTICLE 17

WAGES, JOB CLASSIFICATIONS, EMPLOYEE DEFINITIONS

Section 17.1. Hourly wage rates shall be as indicated below. All wage rates shall become effective as of the date shown.

<u>CLASSIFICATION</u>	<u>7/1/97</u>	<u>7/1/98</u>	<u>7/1/99</u>
Parks & Recreation			
Director	\$ 8.94	\$ 9.30	\$ 9.58
Mechanic	\$ 9.50	\$ 9.88	\$10.18
DPW-Laborer	\$ 8.94	\$ 9.30	\$ 9.58
Water Distribution			
Worker	\$ 9.93	\$10.33	\$10.64
WWTP Operator-with "D"			
License	\$ 9.50	\$ 9.88	\$10.18
WWTP Operator	\$ 8.94	\$ 9.30	\$ 9.58

New employees begin at five percent (5%) less than the classification rate and increase to full pay at the end of the ninety (90) working day probationary period.

Section 17.2. LICENSES: All employees shall possess and maintain all licenses and certificates that are required as part of the requirements of their job classifications or by State law.

Employees who attain a license in Water Distribution at the S-2, S-3, or S-4 level, or in Wastewater Treatment at the "B", "C", or "D" level shall be paid, upon such attainment, a one-time only bonus of five hundred dollars (\$500.00). Attainment of a "D" or

better license in Wastewater Treatment does not mean an employee will be promoted to the classification of WWTP Operator-with "D" license; the City reserves the right to determine how many people, if any, it will employ in this or any other classification.

Section 17.3. PART-TIME: Regular part-time employees, defined as those working less than thirty-two (32) hours per week and on a schedule of a reasonable expectation of work, shall be subject to Article 1, except they shall pay one-half (½) of the initiation fee and one-half (½) of the dues or fees to the Union. They shall be covered by all the terms of this Agreement except they shall receive no economic fringe benefits. Part-time employees shall not displace or replace full-time employees. Separate seniority lists shall be maintained for regular part-time employees and no full-time employee will be involuntarily transferred to part-time status.

## ARTICLE 18

### GENERAL

Section 18.1. SEVERABILITY: This Agreement is subject to the laws of the State of Michigan, with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit and in the event that any provision of this Agreement shall at any time be held contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

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 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. If the parties do not agree on the mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

Section 18.2 EXAMINATION AND IDENTIFICATION FEES: Physical, mental, or other examinations required by a government body or the City shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees

only for the time spent at the place of examination or examinations. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees required to take examinations during their working hours shall not suffer loss of pay.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined, but not at the City's expense.

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

Section 18.3. All educational seminars or schooling that the City requires an employee to attend will require the City to pay all tuition, book costs and any and all reasonable expenses of the employee, as well as wages, while traveling to and from said place of schooling and while in school, providing the employee completes the course.

Section 18.4. BONDING: In positions which require bonding of an employee, the City shall pay the standard premium. Any excess premium required because of special circumstances of the employee shall be paid by the employee.

Section 18.5. HEALTH AND SAFETY: The City and the Union subscribe to the principle of good health and safety conditions. The City will continue to make reasonable provisions for the health and safety of its employees at all times and during the hours of their employment.

Section 18.6. SAFETY AND FIRST AID: The City agrees to furnish and maintain adequate first aid facilities. The Union shall have the authority to investigate all questions arising with regard to improper safety devices, unsanitary conditions and other hazardous working conditions and shall be empowered to make recommendations to the City to alleviate such conditions.

Section 18.7. ON THE JOB INJURIES: An employee who is injured on the job and is required to visit a doctor, shall be paid for time spent on such visit. He shall also receive his full wages for his scheduled shift for the balance of the day in which the injury occurred provided that the attending physician recommends that he not go back to work that day.

Section 18.8 PROTECTIVE DEVICES AND EQUIPMENT: Protective devices and equipment necessary to properly protect employees from injury, as required by law, shall be provided by the City and must be used by the employees.

Section 18.9 LIMITATIONS OF AUTHORITY AND LIABILITY: (a) No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. The Union shall not be liable for any such activities unless it has authorized them.

(b) Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 15 of this Agreement, may be summarily discharged by the City without liability on the part of the City or the Union.

SECTION 18.10. All regular employees covered by this Agreement shall be paid on a bi-weekly basis (every two [2] weeks) in keeping with past practice. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 18.11. LOSS OR DAMAGE: Employees shall not be charged with loss or damage unless clear and convincing proof of negligence or willfulness is shown.

Section 18.12. (a) UNSAFE EQUIPMENT: The City shall not require employees to operate equipment or take out on the streets or highways any vehicle or equipment 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.

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

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

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

Section 18.13. The City agrees to cooperate towards a prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The City shall provide Worker's Compensation Insurance protection for all employees as required by State law.

Section 18.14. SEPARATION OF EMPLOYMENT: Upon discharge the City shall pay all money due to the employee. An employee desiring to terminate his employment with the City shall give fourteen (14) calendar days notice. The City shall pay all money due such employee on the next regularly scheduled pay day following the effective date of termination unless other arrangements are agreed upon.

Section 18.15. TOTAL AGREEMENT: This Agreement between the parties constitutes the total agreement between them as of the date of execution shown below. There are no other agreements, practices or understandings that are binding in any way on either of the parties to this Agreement.

#### ARTICLE 19

##### DURATION

Section 19.1. The terms and conditions of this Agreement shall be effective as of July 1, 1997, and continue in full force and effect and be legally binding upon the parties hereto, expiring June 30, 2000.

Further, it is agreed that the parties hereto shall begin negotiations with regard to a new contract to become effective upon the expiration of the existing Agreement with all matters open for negotiations on or after March 1, 2000 upon written request of either party. In the event negotiations continue beyond the expiration date, the provisions of the existing Agreement, as amended, shall continue in full force and effect unless either party shall give the other written notice by certified mail, return receipt requested, of its intention to terminate said provisions, and if such notice is given, said provisions of said Agreement, as amended, shall terminate automatically at 8:00 A.M. on the 30th day following the date of receipt of said notice.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 17TH day of December, 1997.

CITY OF PINCONNING

BY Bradley J. Huddner  
City Manager

DATE 12-17-97

BY Karen Waterman  
City Clerk

TEAMSTERS LOCAL UNION NO. 486

BY David Robinson  
Secretary-Treasurer

DATE 12-17-97

BY Edgar J. Worn  
Business Agent