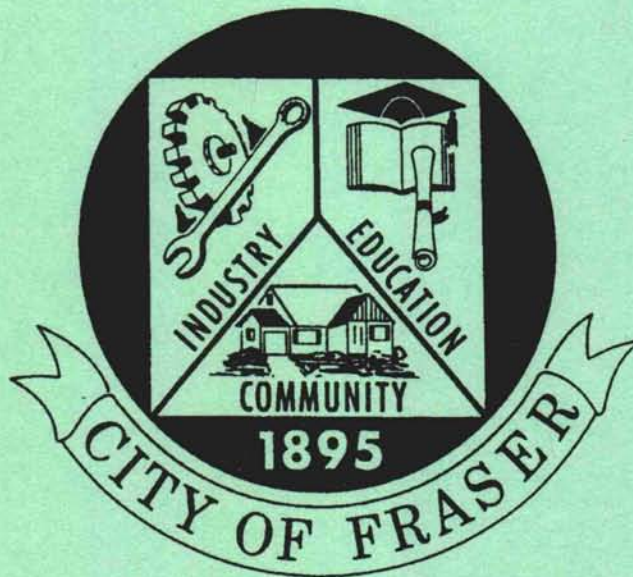


Agreement
Between
City of Fraser

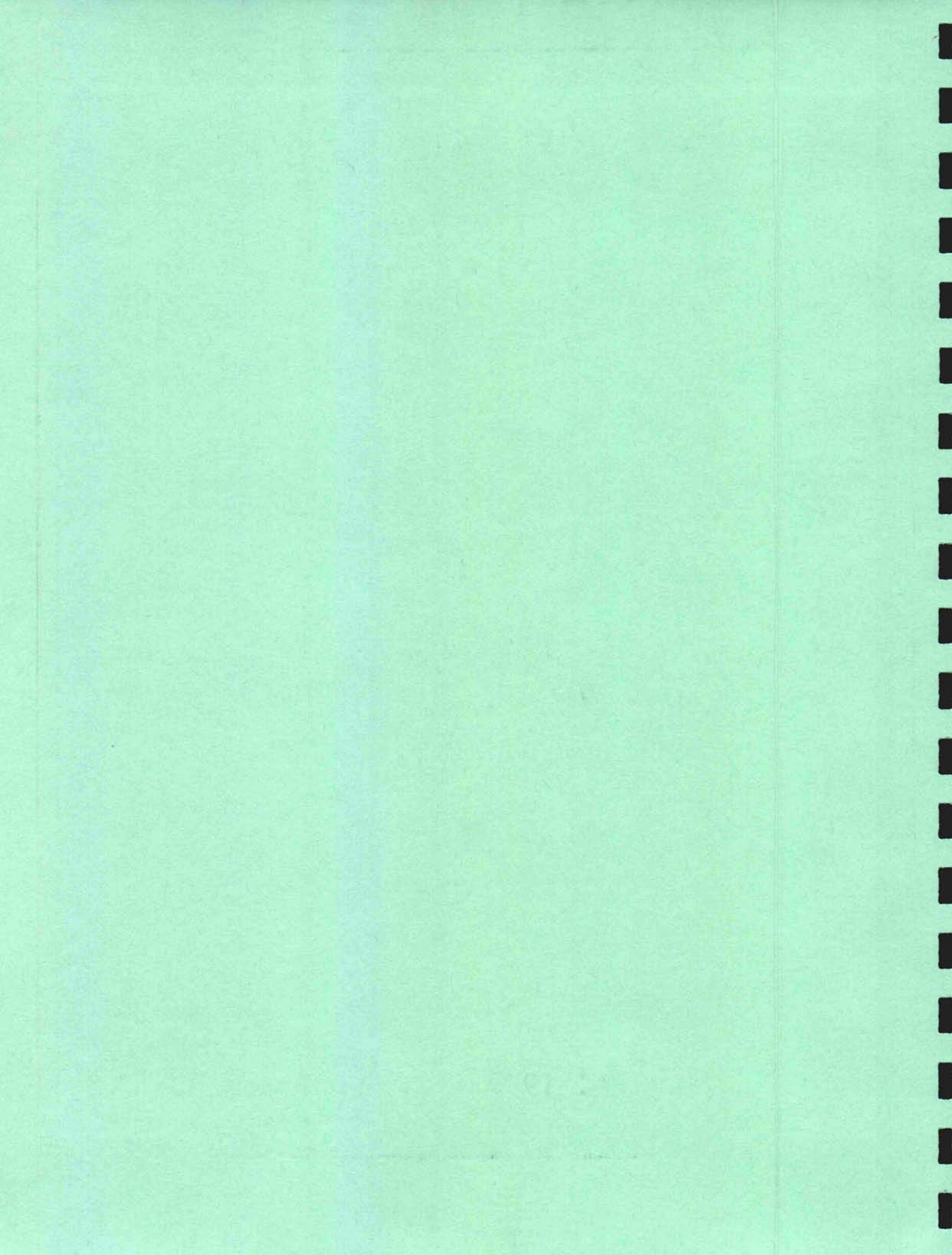
And

Department of Public Works
Teamsters Local 214



Fraser, City of

Effective July 1, 1999 through June 30, 2002



AGREEMENT
BETWEEN
CITY OF FRASER
AND
DEPARTMENT OF PUBLIC WORKS
TEAMSTERS LOCAL 214
JULY 1, 1999 TO JUNE 30, 2002

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PREAMBLE

This Agreement entered into on the 1st day of July, 1999 is between the City of Fraser, County of Macomb, State of Michigan (hereinafter referred to as the "City"), and the Teamsters State, County and Municipal Workers Local 214 (hereinafter referred to as the "Union"), and will extend to June 30, 2002.

WITNESSETH

Whereas the City and the Union mutually recognize and acknowledge that the best interest of the City and of the community will be protected and served by an Agreement between the parties hereto which will promote and insure peaceful industrial and economic relations between the parties during the term of this Agreement, it is hereby mutually agreed as follows:

ARTICLE 1 RECOGNITION

1.1 Employees Covered: 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 sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining unit described below:

All employees of the City of Fraser excluding elected, appointed, police, firemen and City Hall clerical, including all D.P.W., maintenance and mechanics.

1.2: The Employer recognizes the established rights, responsibilities and values of the Union and has no objections to its employees becoming members of the Union. The employer specifically will not tolerate on the part of its representatives any discrimination or activity whatever against the Union and will discipline any employee who, on the Employer's time, carries on anti-Union activity or who seeks directly or indirectly to interfere with the status, membership, or responsibilities of the union.

ARTICLE 2 UNION SECURITY

2.1: Membership in the Union is not compulsory. Employees have the right to join or not join, maintain, or drop their membership in the Union. Neither party to this agreement shall expect, pressure, nor discriminate against any employee with regard to such matters. The Union is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not the employee is a member of the Union.

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2.2: All present employees who are members of the bargaining unit on the effective date of this Agreement shall, as a condition of continued employment, join the Union or pay a service fee in an amount equal to that portion of the Union's membership dues which is related to the negotiation and administration of this Agreement. For present employees, this obligation shall commence on the date of the execution of this Agreement. For future employees who become members of the bargaining unit, the obligation shall commence on the thirtieth (30th) day following their date of entry into the bargaining unit.

2.3: Any employee who refuses to comply with the terms of this Article shall be subject to discharge by the employer upon thirty (30) days written notice to the City from the Union.

2.4: An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

2.5: Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days arrears in payment of membership dues.

2.6: All bargaining unit work shall be performed only by the bargaining unit employees except substitute or temporarily hired help and co-op employees.

2.7 Union Dues, Initiation, and Agency Fees, Payment by Check-Off: Employees shall tender the initiation fees, monthly membership dues or service fees by signing the authorization for Check-Off of Dues Form.

2.8 Check-Off Form: During the life of this Agreement and in accordance with the terms of the Form of Authorization for Check-Off hereinafter set forth, the City agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following "Authorization of Check-Off" Form.

2.9 When Deductions Begin: Check-off deduction under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employees and shall be deducted from each week's pay.

2.10 Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the financial secretary of Teamsters Local Union 214, with a list for whom dues have been deducted.

2.11 Termination of Check-Off: An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the Bargaining Unit. The Union will be notified of the names of such employees following the end of each month in which the termination took place.

2.12 Disputes Concerning Membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the City and representatives of the Union, and if not resolved, may be decided at the final step of the Grievance Procedure.

2.13: The City Manager's Office or the Finance Department will forward to the Union Steward a copy of all employee action forms for new hires or terminations of all Department of Public Works employees including substitutes and temporary hires.

ARTICLE 3 **EFFECT OF AGREEMENT**

3.1: The parties mutually agree that the term as and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.

3.2: For the duration for this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of work or subsidiary related activities due to a cessation, withdrawal or withholding of services either in whole or in part by members of the Bargaining Unit for any reason. No officer or representative of the Union or member of the Bargaining Unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity, nor shall the City authorize or encourage the same nor lock out the employees.

3.3: The rights of the City to effectively administer the City's work force are recognized by the Union and shall be administered in conformance with the Agreement. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority except where specifically abridged by this Contract.

The City has the right to schedule overtime work as required in a manner most advantageous to the City and department and consistent with requirements of municipal employment and the public good. Overtime will be on a voluntary basis except when it is determined by the Director of Public Works to be an emergency, which would endanger life or property.

ARTICLE 4 (a) **MANAGEMENT RIGHTS**

4.1: The Union recognizes the Employer's right to manage its affairs and direct its work force.

4.2: The Union agrees that its members will not engage in activities during working hours that may detract from their productivity.

4.3: The City of Fraser, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the United States. Further, all rights which ordinarily vest in and are exercised by employers:

- a. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operations;
- b. to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. to determine the number, location, and type of facilities and installations;
- d. to determine the size of the work forces and increase or decrease its size;
- e. to direct the work force, assign work and determine the number of employees assigned to operations;
- f. to establish work schedules;
- g. to discipline and discharge employees for cause;
- h. to hire, assign and lay off employee;
- i. to adopt, revise and enforce working rules and carry out cost and general improvement program(s).

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City of Fraser, the adoption of policies, rules, regulations and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

4.4 Notice of Discharge: In the case of any discharge, a notice in writing shall be provided to the employee and the Union by the City.

ARTICLE 4 (b)
GUARANTEES OF RIGHTS

4.5: The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, sex or national origin.

4.6: The City agrees that there shall be no discrimination against any member of the Bargaining Unit by reason of membership in the Union.

4.7: The City agrees that its enforcement of discipline will be fair and for just cause. In imposing any discipline, the City will not take into account any disciplinary action which occurred more than twenty-four (24) months previously.

ARTICLE 5
REPRESENTATION

5.1: The members of all Union Committees recognized by the City for purposes of collective bargaining shall have to be seniority employees with the City of Fraser.

5.2: The names of all such Committee members shall be submitted in writing to the City by the Union upon election or appointment to a recognized Committee.

5.3: The City agrees to recognize a Bargaining Committee which shall be composed of no more than one (1) Chief Steward, one Steward, and one representative of Local 214, or the Local's attorney.

5.4: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group organization for the purpose of undermining the Union.

5.5: The City agrees to meet in special meetings, through its Bargaining Committee, with the Union Bargaining Committee, which shall include the Local Union's Stewards, the Local's Attorney and/or the Business Representative of Local 214 to consider all matters which come properly before said Committees.

5.6: The City agrees to recognize a Grievance Committee, which shall be composed of the President of the Local Union, a Chief Steward, and number of Stewards or Officers. The Stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:

The D.P.W. Maintenance Labor Group shall be represented by two (2) stewards. The City agrees to recognize Local 214's Grievance Panel composed of three (3) officers of Local 214. This recognition will not prejudice the City in any manner.

5.7: During overtime periods where three (3) or more employees are assigned in which a steward is not working, the Chief Steward of Local 214 may designate one of the working employees as a temporary Steward for the overtime period. In such a case, verbal notification to the appropriate City authority shall be sufficient.

5.8: Meetings between the City's designated representatives and recognized Union Stewards shall be scheduled to commence no later than 5:00 p.m. on the day of the meeting except Council meetings.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1: A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any protest against disciplinary action, shall be deemed a grievance under this contract and will be subject to the grievance procedure hereinafter provided.

6.2: The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the City's last answer. In the event that the City shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the City's grace period for answering.

6.3: All specified time limits herein shall consist only of working days.

6.4: Each grievance shall have to be initiated within three (3) days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within three (3) days after the Union or the aggrieved becomes aware of the cause for complaint.

6.5: Any bargaining unit employee having a grievance as hereinabove defined may process the complaint in the following manner:

Step 1: The aggrieved employee shall have the right to demand representation by a Union Steward and/or business representative. The City authority with whom the complaint is lodged and on whom the demand is made, shall arrange for a Steward or Business Representative to be available no later than the next day following that in which representation is requested. Upon the Steward's or Business Representative's arrival on the location where the grievant works, the two shall be allowed to confer so that the grievance may be explained to the Steward. If, in the Steward's opinion, proper cause for complaint exists, a meeting on the problem shall take place between the grievant and/or the Business Representative on the one hand and the Supervisor of the particular department or his representative, on the other hand. Sufficient time will be allotted during working hours to provide for normal investigation and processing of the complaint.

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In the event that the Union is dissatisfied with the result of the meeting with the supervisor on the matter, then the Union shall have the right to submit a written grievance on the complaint to the particular supervisor or his representative within three (3) days after the aforementioned meeting. The Supervisor or his representative shall thereupon have three (3) days to respond to the grievance, in writing, setting forth his position on the matter.

Step 1-A: Notwithstanding the above, in suspension or discharge cases, the grievance may be initiated at the City Manager's step of the procedure.

Step 2: If the grievance is not satisfactorily settled in the aforementioned manner, then the Union shall have the right to appeal the written decision of the supervisor or his representative within three (3) days of receipt of said written answer. Such appeal shall be directed to the City Administrator in charge of the employee group which includes the grievant. A meeting on the matter shall take place within fourteen (14) days of the City Manager's receipt of the appeal. This Step Two meeting shall be between the Chief Steward and the Steward or the Union Officer on the one hand and the City Manager or his representative, who may be accompanied by the supervisor involved, on the other hand.

The City Manager or his representative shall render a written answer on the subject to the Union within fourteen (14) days after the occurrence of the Step Two meeting.

Step 3: In the event the grievance is not satisfactorily settled at Step 2, the Union shall have ten (10) days in which to submit the grievant to binding arbitration in accordance with the rules of the Federal Mediation and Conciliation Service which shall act as administrator of the proceedings and with each side paying an equal share for the cost involved, 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 forty-five (45) 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, then 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 above. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

6.6: The arbitrator shall have no power or authority to add to, detract from, alter or modify the terms of this Agreement. (Note: That all steps in the above grievance procedure where the supervisor is not involved, the City Manager or his representative shall be the proper City Representative.)

ARTICLE 7
SENIORITY

7.1 Date of Seniority/Seniority Lists: The seniority of employees on the list shall commence with the date of hire by the City of Fraser. The Union shall be furnished with a list setting forth, in the order of their seniority, each employee's name, seniority number, effective hiring date and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. Such list shall be revised each six months with copies given to the Union.

7.2 Application of Seniority: Seniority shall be applied as hereinafter provided: First, within classifications; then, occupational groups and; finally, Citywide.

7.3 Probationary Periods: New employees hired into the unit from the outside shall be probationary for the first six (6) months of their employment with a possible six (6) month extension if management feels it necessary, with notice in writing to Union and Employee of reasons (this extension shall not be punitive, arbitrary, or capricious). After probation they shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from date of hire. They shall not be represented by the Union for any purposes except those economic purposes that probationary employees are entitled to pursuant to the Collective Bargaining Agreement and existing law.

7.4 Loss of Seniority: Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

1. If the employee quits.
2. If he is discharged and the discharge is not reversed through the grievance process of this Agreement.
3. If he is absent for three (3) consecutive working days without notifying the Employer and fails to give explanation for the absence and lack of notice which are satisfactory to the City Administration.
4. If he fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein.
5. If he overstays a leave granted for any reason, however, just cause exceptions may be made.

7.5 Protected Seniority: Preferential seniority against layoffs only shall be granted to Chief Stewards and Stewards provided that any employee retained is qualified to perform.

7.6 Layoffs: Reduction in the work force shall be effected through the following procedure:

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- A. Temporary and seasonal employees shall be laid off first; then probationary employees in affected classifications shall be laid off.
- B. The necessary number of least senior employees shall be removed from the affected classification.
- C. Any least senior employee so removed shall be able to exercise seniority rights to bump:
 - 1. Into any classification on a City-wide basis in which he is qualified either because said classification is in a direct line beneath the classification, or
 - 2. Because said employee had previously satisfactorily held a job in said other classification, or
 - 3. To any other job to which his seniority entitles him where he can satisfactorily meet the standards and perform the duties of the job without a trial period.
- D. An employee, who has bumping rights as set forth in (C) above, shall have the right either to exercise the bump or to accept layoff until recalled.
- E. The least senior employees who remain unplaced after the reduction in the required classification and bumping is completed shall be laid off.

7.7 Recall: Laid off employees shall be recalled in the inverse order of lay-off. The most senior employees shall be recalled to the first opening in the classification from which the employee was laid off or, if he had bumped down from his original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the City Administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery.

7.8 Filling Vacancies: When vacancy exists after the assignment of shift and location bidders, it shall be filled either through the bidding system, transfer assignment or new hire, in accordance with the procedures outlined herein. The posted notice shall set forth the job-title, shift and location of the opening and also the prerequisite qualifications necessary to perform the job. These qualifications shall relate to the specific job to be filled and the Union shall have the right to protest through the grievance process if any unreasonable qualification is listed for any job by the City Administration.

7.9 Selection of Successful Bidders and Trial Period: The most senior bidder who meets the requirements posted for the job shall be given a trial period of up to sixty (60) work days in which to demonstrate the ability to satisfactorily meet the standards and perform the duties of the job. In the event that the successful bidder is deemed unsatisfactory, or if he elects to reject the job during the first thirty (30) days after assignment, he shall be restored to the job from which he had originally bid. Employees shall be offered the higher classification job by seniority.

7.10 Sequence of Posting Vacancies: When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon whether or not the moved bidder satisfactorily completes his trial period and becomes regularly assigned to the other job. During said period, the vacated job may be filled by substitutes for no more than five (5) days after which the normal process of transfers or assignments will apply.

7.11 Temporary Classifications Assignments: If an employee is temporarily placed in a lower classification than that in which he is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification than that in which he is regularly assigned, the affected employee shall be paid at the rate of the higher classification for all time spent on the assignment, provided, that the assignment is for at least one-half of the assigned shift. The employee shall be responsible to have his time-card marked and o.k.'d for the higher rate.

7.12 Subcontracting: The Administration will not sub-contract out any work normally performed by its work force as long as employees are available during the regular work day and the necessary equipment is owned by and available to the City. The City reserves the right to sub-contract work as long as the regular work force is not laid off or a regular opening is filled.

The Union has the right to discuss new procedures that might increase the work if the City employees could perform the work on a competitive basis.

7.13 Temporary Employees: Day-to-day absences, where regular employees are not available for assignment, may be filled by substitutes. High school and college students may also be employed as summer help to augment the regular work force.

ARTICLE 8

HOURS, OVERTIME PAY AND PREMIUM PAY

8.1: The normal workweek shall be Monday through Friday, 7:00 a.m. to 3:30 p.m. Unless it is determined by the City that the starting time will revert back to 8:00 – 4:30 p.m. during the Winter Months. The City will not make a change without notifying the Union for discussion.

8.2: A regular shift shall be eight (8) hours with thirty (30) minute lunch time and a coffee or rest period not to exceed 15 minutes in the middle of the first half shift and last half of shift.

8.3: In occurrence of overtime, an employee will receive a fifteen (15) minute paid break after the first two (2) hours of work; and after the completion of four (4) hours, he shall be entitled to a paid mealtime of 30 minutes. After six (6) hours of continuous overtime, he shall be entitled to another fifteen (15) minute paid break and every two (2) hours thereafter. After twelve (12) hours of continuous overtime, he should be entitled to another paid mealtime of thirty (30) minutes every four thereafter, providing that the next four hours is not the end of the shift.

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8.4: All work performed in excess of eight hours before a regular shift on a continuous basis up to sixteen (16) hours will be paid at the rate of time and one-half.

- A. Employees called in six (6) hours prior to the start of their regularly scheduled shift when the preceding day is a regularly scheduled work day may be excused to go home when necessary, with the approval of the Director of Public Works and shall be entitled to one hundred percent (100%) of their regular hourly rate of pay for that day for the hours absent. If an employee is requested to stay then that employee shall be paid at the rate of time and one half (1 ½) for all hours worked. The Director's decision shall not be arbitrary, punitive or capricious.
- B. Employees called in eight (8) hours prior to the start of their regularly scheduled Monday shift may be excused to go home when necessary, with the approval of the Director of Public Works after four (4) hours of the regular shift and shall be entitled to one hundred percent (100%) of their regular hourly rate of pay for the four (4) hours absent. Any employee staying the 4 hours of their regular shift shall be paid at the rate of time and one half-(1 ½). The Director's decision shall not be arbitrary, punitive or capricious.

8.5: Any employee who works 16 or more hours within a 24 hour period will be released for an eight (8) hour period before he is required to report to work his next regular daily work period. If such an eight (8) hour period extends into his regular daily work period, he shall suffer no loss of his straight time pay, sick or personal days. If, in the judgement of the Employer, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of such eight hour period, such employee may be excused from work for the remainder of this regular work period without loss of his straight time pay.

8.6: Double time will be paid for all hours worked on Sunday or a Holiday as spelled out in the contract, or after eight (8) hours on a Saturday, and after sixteen (16) consecutive hours. The premium pay for hours worked on holidays shall be in addition to holiday pay. (Twenty-four (24) hour period shall be from starting time to starting time).

8.7: Employees working over eight (8) hours per day or forty (40) hours per week shall be required not to have been on an unexcused leave to qualify for overtime, but excused leave shall be considered the same as worked time.

8.8: Overtime and extra hours will be divided as equally as possible among the employees working in the unit, low hour employee to have first call and a refusal or absences shall be considered the same as worked. Employees transferred into or rehired or new hires shall be posted for overtime or extra hours division on one (1) hour over the highest hour employee. If an employee is off work on a Friday or Monday but not both, then that employee shall be eligible for overtime on the weekend between the two (2) days. If an employee is off work on both Friday and Monday, the employee shall not be eligible for overtime on that weekend between the two (2) days.

8.9: An overtime list shall be kept up to date in all buildings or units.

8.10: When overtime cannot be filled within the unit, it shall be on rotation basis according to seniority within the occupational group.

8.11: Any employee who has attempted to report for work and is unable because of an act of nature shall be paid for the complete shift.

8.12: During an Act of Nature day when 50% of the employees attempted to report and were unable because of act on nature then all employees who did report for work under such conditions shall be given a compensatory day off, to be used within a reasonable time period.

8.13 Call-in Time: Call-in time for regular or emergency work (except weekend duty). The above call-in time shall not be less than four (4) hours at straight time or not less than two (2) hours at the contract premium rate (double time) for the involved, whichever is greater. Weekend duty (station time) shall be at regular day rate for not less than four (4) hours at straight time on a rotated scheduled basis except all legal holidays (as provided in Article 11 of this Contract) which shall be paid a the rate of four (4) hours of double time rate.

8.14: Any employee who goes on call shall receive one (1) day's regular pay for that week the employee is on call.

8.15 Computation of Back Wages: No claims for back wages shall exceed the amount of wages the employee would otherwise have earned at this regular rate.

ARTICLE 9

PHYSICAL EXAMINATION

9.1: The City will provide time and pay the cost of all physical examinations required of all employees covered by this contract and shall furnish hepatitis and flu shots on an annual basis, or as required.

9.2 Challenge of Examination Report: In the event the report of the employee's attending or examining physician is challenged by the City Administration or if the Union challenged the report of a City Council doctor's examination, then the following procedure shall be followed:

- a. The City may elect to require the affected employee to be examined by a physician chosen by the City.
- b. If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.

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- c. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall by-pass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the City and the Union by an appropriate specialist in the area of controversy at the Ford Hospital or the University of Michigan Hospital at Ann Arbor for final determination in the matter which shall be binding on the parties. A request for an appropriate specialist in the area of controversy, must be made in writing by the Union within ten (10) days of the exchange of conflicting physician reports.

ARTICLE 10
MISCELLANEOUS

10.1: Bulletin boards will be provided in each building for the Union's use in posting notices pertinent to the business administration of the Union. The Union shall also have access to the inter-City mailing system for distribution of notices to be posted. A copy of all notices will be forwarded to the City Manager's Office.

10.2 Use of City Facilities: The Union will be permitted the use of City facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disruption to other commitments for use of the premises and without incurring additional cost to the City.

10.3: On safety problems and recommendations, the Safety Committee shall have the right to express concern to supervision in regards to defective equipment and unsafe working conditions as underlined b the Bureau of Safety and Regulation Law and Health Department Laws.

10.4: In the event the City scheduled meetings for any employees, they shall be paid their regular rate of pay for the hours required to attend the meetings.

ARTICLE 11
HOLIDAYS

11.1 Recognized Paid Holidays: The following shall be recognized as paid holidays for employees:

New Years Day	Presidents Day	Good Friday
Memorial Day	Fourth of July	Labor Day
Veteran's Day	Thanksgiving Day	Friday after Thanksgiving Day
Christmas Eve Day	Christmas Day	New Years Eve Day
*Employee Birthday or Anniversary of Date of Hire		

11.2: New Year's Eve or Christmas Eve: "all day holidays" and if the holiday falls on Saturday, the holiday shall be Friday and the Eve day Thursday. If the holiday falls on Sunday, the holiday shall be Monday and Eve day Friday. If the holiday falls on Monday, the Eve day shall be Friday.

11.3: When an employee is required to work on a listed holiday, he shall receive his regular pay (holiday pay) plus double time for the hours worked.

11.4 Holiday Observed During Vacation: When any of the holidays set forth above are observed during an employee's regularly scheduled vacation, he shall be granted an additional day to be added to the end of his regularly scheduled vacation period.

ARTICLE 12 **VACATIONS**

12.1: Each full-time employee shall receive credit for paid vacation time in accordance with the following schedule and all vacation will be credited on anniversary date of hire.

After the completion of the first 6 months of full time employment
5 days vacation (40) hours will be credited on the anniversary date
After the completion of the one year of employment
6 addition days (48) hours will be credited on the anniversary date
After the completion of 2 years through 4 years of employment
18 days vacation (144) hours will be credited on anniversary date
After the completion of 5 years through 9 years of employment
21 days vacation (168) hours will be credited on anniversary date
After the completion of 10 years through 14 years of employment
22 days vacation (176) hours will be credited on anniversary date
After the completion of 15 years through 19 years of employment
24 days vacation (192) hours will be credited on anniversary date
After the completion of 20 years through 24 years of employment
26 days vacation (208) hours will be credited on anniversary date
After the completion of 25 years to retirement or termination of employment
29 days vacation (232) hours will be credited on anniversary date

Maximum accumulation for purpose of payment upon termination or retirement is 40 days or 320 hours.

Vacations based on the above schedule may be requested and with permission granted 90 days prior to anniversary date. Also, one (1) week notice to Supervisor needed before vacation can be granted.

12.2: Vacations shall be taken in weekly periods; except, if the employee wishes, the vacation may be split to single day periods, subject to the approval to the Supervisor.

12.3 Pay Period: Each employee shall be paid weekly with overtime included.

12.4 Pay Advance for Vacations: An employee will be given his paycheck for any regular pay period which may fall during his vacation, provided that he makes written request to the office of the City Manager at least two (2) weeks prior to the scheduled vacation. If his vacation is changed, he shall immediately, upon such change, give written notice thereof to the same office. An employee will be paid his current rate for the regular work day not exceeding eight (8) hours per day for the period of his vacation and he will continue to receive credit for any benefits provided in this Agreement during the period of his vacation.

12.5 Vacation Pay Upon Layoff, Retirement or Discharge: Any employee who is laid-off, retires, discharged or resigns shall be paid within fourteen (14) work days thereafter, all unused vacation days including their days accrued at the then current calendar year, up to a maximum of 320 hours.

ARTICLE 13 **GENERAL PROVISIONS**

13.1 Substitute Employees: Any person employed on a daily basis to perform the work of an absent full-time employee shall be considered a substitute employee and not entitled to any benefits under this Agreement. They shall be paid in accordance with the rates for such employment, not less than existing minimum wage.

- 13.2:** A. Seasonal and Substitute employees shall not achieve seniority status for the time worked in such capacity except preference for the following year.
- B. The Union shall be considered the collective bargaining representative of all full-time employees as hereinbefore provided, but not of seasonal and substitute employees.
- C. A seasonal or substitute employee may be given credit for time worked for the purpose of seniority as a full-time employee.

13.3: The City shall not discriminate against or prejudice the rights of full-time employees in respect to its arrangement with seasonal or substitute employees.

13.4 Full-time Employees: Any employee whose position has an annual work week is considered a full-time employee and entitled to all benefits under this Agreement, provided, that certain benefits such as sick and emergency leave and vacation shall be credited on a pro-rated basis correlated to the amount of time worked in relation to a twelve month period. Employees occupying nine (9) month positions will be given consideration in applying for any twelve month position, but his seniority will not be carried over to such new assignment.

13.5 Open Personnel File: In order to provide the employee with a fair and reasonable opportunity to be appraised and reply to certain materials placed in his personnel file, the procedure provided hereinafter is hereby established. This procedure shall be applicable to all non-confidential material of whatsoever nature. "Non-Confidential" is herein defined to mean all material to be placed in such file subsequent to employment except any pre-employment materials which are not received for insertion to the file prior to actual employment.

- A. Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given an opportunity to read such material. The employee shall affix his signature to the actual copy of the material to be filed but such signature shall be construed only as an acknowledgement that he has read the material and not that he necessarily agrees with its content.
- B. Each employee may submit his written and signed answer to any such material and the answer shall be included in his personnel file.
- C. Each employee may examine the non-confidential content of his personnel file at any reasonable time and place and he may copy or otherwise reproduce any portion or the whole of such non-confidential material.
- D. Confidential materials in an employee's personnel file and his employment application shall not be used in any matter or proceeding concerning such employee subsequent to his employment except where such material is determined to be false or fraudulent.

13.6 Employee's Training: The City may request such employees as it desires to attend a course of City training related to their employment at the expense of the City and each employee who attends such training shall be paid normal straight time rate of pay for a regular work day for the period of attendance in such training.

13.7 Educational Reimbursement: The City shall reimburse an employee for tuition and books for classes taken at an accredited institution of higher learning for job related courses. The employee must first obtain approval from the City Manager prior to enrollment. Reimbursement will be made upon the employee providing proof of satisfactory completion of course with a passing grade of a (C) or better, submission of receipts, school notification of grade and class (es) attended.

ARTICLE 14 VETERANS PREFERENCE

14.1: Any employee who enters into active military service in the Armed Forces of the United States shall be entitled to re-employment in any and all veteran's preference or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an annual Armed Forces Reserve or National Guard reserve training session will be paid by the City for the difference between the pay received for such training session and his regular pay with the City for a maximum of two (2) calendar weeks in any one year.

14.2 Educational Leave of Absence for Veterans:

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on date of this Agreement.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit except in the case of an emergency.

ARTICLE 15
INSURANCE BENEFITS

15.1: The City agrees to provide each employee with the following insurance benefits. All employees shall receive a copy of their insurance certificates.

15.2 Life Insurance: Following thirty (30) calendar days of employment, all employees covered under this Agreement will be provided with thirty-five thousand dollars (\$35,000) of Life Insurance, plus a like amount of AD & D. This benefit will be come effective the first of the month following the thirty day period. All provisions of the Insurance Company in force at time of claim will determine how benefits are handled. The Employer will endeavor to maintain a competitive benefit plan at an affordable cost, to that end, the Employer has the right to determine the carrier for this benefit. Each employee will be provided a Life and AD & D Certificate within a reasonable time following eligibility. Beneficiary changes are the full responsibility of the employee. The Employer will provide assistance and forms needed for claims or beneficiary changes. Medical Insurance to be defined as that provided in the benefit book.

15.3 A. Medical Insurance: The City shall pay the full cost for Blue Care Network and will set up a TPA for items covered under Current PPO BC BS but not covered under Blue Care Network. If an employee selects to stay in the current PPO BC BS plan, they must contribute towards the premium a weekly amount of \$15.00 at pre-tax dollars. Payments of the \$15.00 can be paid by the employee by turning in hours from employee banks. The deduction of banks will be done every 6 months; effective date for commencement of payments is January 1, 1997. The maximum contribution for a calendar year shall be \$780.00. Failure to maintain required number of hours in the bank chosen will result in a notice given to an employee that two (2) equal payments of \$195.00 will be deducted from his next two payroll checks. Upon retirement, the \$15.00 cost per week will be discontinued. The City will not increase employee contribution of \$15.00 for a period of 6 years from the commencement of the effective date of this contract, which is July 1, 1996.

The City has the right to choose the carrier as long as the benefits as outlined in the contract and plan document are equal or modified through collective bargaining with 30 days notice to Bargaining Unit. Insurance benefits will become effective the first of the month following thirty (30) days of employment.

15.3 B. Medical Cafeteria Plan: In the event an employee can show proof of insurance from another source other than the City, then the employee shall be provided with the following in lieu of insurance.

1. One third (1/3) of the monthly premium.
2. The employee who elects payment in lieu of insurance benefits shall be eligible to re-enroll in the insurance coverage at the annual enrollment date or other qualifying event on the first day of the month following the qualifying event.

15.3 C. The City will assume the full cost of these plans for the spouse and legal dependents who are insured under the contract upon a duty related death including to and from work for one year from the date of death.

15.4 Long-Term Disability: The Employer shall provide, through an insurance plan, a long-term disability program that will be a minimum benefit plan as follows:

Following a period of ninety (90) days of total disability, employees covered under this Agreement will receive in accordance with the provision of the insurance company in effect at the time of total disability, the benefits of:

Sixty six and two-thirds percent (66 2/3%) of current earnings, less any benefits provided under (not to exceed \$3,000 per month):

1. Primary and full-family Social Security
2. Worker's Compensation
3. Accumulated sick leave
4. Any disability provision under the pension program then in force
5. Any other monies provided by the Employer under this Agreement.

The Employer reserves the right to choose the carrier for the LTD benefits. Each employee will, within a reasonable time following eligibility, receive from the insurance carrier, a certificate of insurance. All beneficiary changes and claim processing is the responsibility of the employee. The Employer will provide reasonable assistance and forms needed for claims or beneficiary changes.

15.5: Insurance Benefits must be maintained at equal or greater benefit levels during the course of the contract, which are in effect at the signing of the Agreement.

ARTICLE 16
WORK UNIFORMS

16.1: Four (4) sets of Summer and four (4) sets of Winter uniforms shall be furnished by the City and maintained in good condition to be worn at all times when on duty. Clothing allowance in amount of Six Hundred Dollars (\$600.00) payable the last pay period in September. Also 12 pairs of work gloves per year.

Each employee shall be required to wear his work uniform at all times during work.

ARTICLE 17
PHYSICAL EXAMINATION REQUIRED BY THE CITY

17.1: The City shall continue to pay the cost of any physical examinations required by law or by the City, as the case may be, for all employees. Such examinations shall be given by a duly licensed physician selected by the City.

17.2: The City shall bear the cost of an annual physical for each employee. Such physical shall be given on the anniversary date of hire or when requested by the City. The cost of the physical cannot exceed \$100.00 per year or \$200 every two years.

ARTICLE 18
RETIREMENT

18.1: The Union agrees to combine the Department of Public Works Pension into one City wide Plan.

Effective for all new hires after July 1, 1999 the City contribution to retiree insurance will be provided based upon 4% per year of service. The balance of the cost will be the retiree's responsibility.

18.2: The City shall provide a defined retirement plan based on a multiplier of 2% per each year of service providing the employee has 25 or more years of actual service at the age of 55 years or 10 years of actual service at the age of 65. Compensation shall be based on the last 60 months of service. Effective July 1, 1998 the multiplier shall be increased from a 2% factor to a 2.5% factor with no payroll contributions from the employees.

18.3: The vesting period shall be six (6) years.

18.4 Consideration of Lump Sum Consideration: Payments made to retiring employees for single lump sum payments for accumulation of leave (s) time shall not be considered in computing an employee's Final Average Compensation at Retirement.

18.5 Purchase of Military Time: An employee shall be permitted to purchase military time up to six (6) years to added to the employees pension service time. The cost of such purchase will be calculated by the actuary at the time of such purchase and the time purchased cannot count towards service time but will count towards the final calculation of years of service, i.e. an employee who purchased six (6) years of military time must still work the 25 years of actual service at the age of 55 or older, however his or hers final calculation would be on 31 years.

ARTICLE 19

LONGEVITY AND SEVERANCE PAY

19.1: Longevity pay shall be based on \$95 per year of service commencing with the fourth year of service. An additional \$95 each year thereafter will be added i.e. an employee shall receive \$380.00 at the fourth year of service and would receive \$475.00 on his or hers fifth year of service and an additional \$95 each year thereafter. Payment to be included in the first pay period of the month following Anniversary date.

19.2: Upon separation from the City for retirement or termination, the following policy will be used for payoff of banks and bonuses:

Vacation time banked and vacation time earned – not to exceed 40 days or 320 hours.

Sick Bonus—Pro-rated for partial year

No Smoking Bonus—Pro-rated for partial year

Longevity—Pro-rated for partial year

Personal Time—Must be used or it is lost.

19.3: Each employee who has been employed by the City for a period of five (5) consecutive years shall be eligible for severance pay upon death or retirement or resignation.

ARTICLE 20

LEAVE OF ABSENCES, SICK AND EMERGENCY LEAVE AND OTHER LEAVES

20.1 Permissive Leave of Absence: The City may grant a leave period not exceeding one (1) year without loss of seniority for any purpose which the City deems to constitute good cause. Such leave may be extended for an additional period of one (1) year, in the discretion of the City.

20.2 Leave for Union Stewards: The City shall grant a leave of absence without loss of seniority for a period not to exceed two (2) years, or the term of office, whichever may be less, to any member of the Union who is elected or appointed to a full time Union office. Such leave may be extended for an additional period of one (1) year, in the discretion of the City.

20.3 Union Representation: Leave for elected delegates will be granted for a maximum of five (5) days upon two (2) weeks notice for the purpose of attending Union conventions, with pay.

20.4 Short-Term Disability: The Employer shall provide a short-term disability program that will be a benefit plan as follows:

From the first day through the ninetieth calendar day of total disability, employees covered under this Agreement will receive, in accordance with the provisions of this section, total disability benefits of:

1. Seventy-five percent (75%) of current base earnings at time of disability, from all sources, until implementation of long-term disability insurance, pursuant to Article 15 Section 4 of this Agreement.
2. No further granting or accumulation of specific sick days will occur.
3. The Employer may not require proof of illness until after the third day unless (s) he suspects an abuse of these days. The Employer's right to require proof of illness shall not be requested in an arbitrary, unreasonable or punitive manner.
4. Waiver of prior vacation scheduling and personal leave day scheduling for family illness.
5. Employee may opt not use any other paid time off on a pro-rata basis as a supplement to 100% of current gross pay at base rate.
6. After the employee has been off the job for ninety (90) days (STD) on an off the job injury, all benefits will terminate except for LTD benefits and the applicable provisions of COBRA. Upon the employee's return, these benefits will be pro-rated (see explanatory letter).
7. For employees off the job on worker's compensation status, after 90 days no accumulation of vacation days or pay, no uniforms or uniform pay except on pro-rated basis from October through March will be paid, nor will longevity pay be paid except on a pro-rated basis (monthly). (see explanatory letter).

20.5 Funeral Leave: Each full time employee shall be entitled to leave with pay in the following cases without charge to his sick or emergency leave:

1. Death in the immediate family of the employee and/or his spouse for a period of not exceeding three (3) working days. However, if approved by the supervisor may be extended to five (5) working days, however, shall not be carried over weekends. Immediate family shall mean mother, father, brothers, sisters, child, wife, husband, grandparent, grandchild, mother-in-law, father-in-law, stepmother and stepfather.
2. Death of other relatives or members of the household for a period of not exceeding one (1) day.
3. Out-of-State: In accordance with Section 1 above, deaths in the immediate family requiring attendance at the funeral in excess of a 250 mile radius requiring an overnight stay, each full time employee shall be entitled to a funeral leave with pay for a period not exceeding four (4) days. Proof of same may be requested by the City. An extension of days over a weekend will not be permitted.

20.6 Duty Incurred Injury:

- a. All employees injured or incapacitated in the discharge or performance of their duty shall receive such pay for injuries as provided under Michigan's Workers Compensation Law.
- b. In addition to the minimum amount required by the Law, the City shall pay an additional sum not to exceed the difference between the employee's regular salary and the amount of compensation. The employee injured and receiving Worker's Compensation benefits shall endorse all monies received from the insurance company over to the City.
- c. Such additional payment shall be for a period not to exceed one (1) year.
- d. Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his normal weekly net take-home earnings, excluding overtime, from the first full day lost because of injury over the period of time he is unable to perform any work and is eligible and receives payments under the Worker's Compensation Act.
- e. ALL employees returning to work after injuries shall be capable of performing their assigned duties.
- f. NOTE: It is agreed that the language on duty-incurred disability is interpreted to provide benefits continuously from the date and time of the injury irrespective of duration. The City reserves the right to dispute any "job-incurred injury claim" where reasonable doubt exists as to the existence and/or cause of injury.

20.7 Jury and Court Leave: Each full-time employee shall be excused from his regularly assigned duties for jury duty or the attendance at any court pursuant to subpoena in connection with ones work. He shall be paid the difference between his regular rate and such amounts as he may receive as juror or witness fees.

20.8 Personal Leave Days: Effective July1, 1987, each employee shall be granted five (5) per year with pay for personal business. Notification shall be filed with and the Director of Public Works shall notify the employee of his approval, not later than twenty-four (24) hours prior to the expected leave. Waiver of this twenty-four (24) hour notice requirement shall not be unreasonably withheld as long as sufficient manpower is available. There shall be four personal leave days for the time period from July 1, 1986 to June 30, 1987.

Employees may "bank" ten (10) days per year. There shall be no pay-off, compensation or other adjustment to any employee for "unused bank days" at the time of his termination of employment for any reason.

20.9: There shall be no smoking in any public building in the city because of new law. Employees who totally refrain from smoking while on the payroll during working hours-including overtime shall receive a bonus of \$400.00 payable in the last pay period of the fiscal year.

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20.10 Sick Day – Bonus: An employee taking 5 sick days or less in a fiscal year shall receive a bonus of \$500.00 payable in the last pay period of the fiscal year.

ARTICLE 21
DEFINITIONS

- (a) “City” shall mean the City of Fraser
- (b) “Union” shall mean the Teamsters State, County and Municipal Workers, Local 214
- (c) “Employees” shall mean any member of the bargaining unit as hereinafter defined
- (d) “Stewards” shall mean representatives of the Union or his alternate for the purposed and as provided hereinafter in this Agreement.
- (e) “Administrator” shall mean any employee of the City who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.
- (f) “Supervisor” shall mean the DPW Director
- (g) “Discharge” shall mean the involuntary termination of employment of any employee by the City.
- (h) “Discipline” shall mean any punitive action on behalf of the City against any employee which results in a loss of pay or time.
- (i) “Notice of Discharge or Discipline” If the employee or the Steward reasonably believes the action taken to be unwarranted in the particular case, an appeal may be made of such action through the grievance procedure. At the option of the employee or the Steward, with the employee’s consent, the appeal may be filed a the step of the grievance procedure handled by the City Manager.

In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural, and whenever the masculine gender is used it shall include the feminine gender.

ARTICLE 22
SUPPLEMENTAL AGREEMENTS

22.1: All agreements shall be subject to the approval of the Employer and the Business Representative of Local 214. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

ARTICLE 23
SPECIAL CONFERENCES

23.1: Special Conferences for important matters will be arranged between the business Representative of Local 214 and the Employer of its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representative of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a Business Representative of Local 214 and their Stewards.

ARTICLE 24
MILEAGE

24.1: Employees required to use their own transportation in performing their job shall be paid current IRS standard rate per mile after reporting to work. The mileage will be paid if prior authorization of the immediate supervisor has been obtained.

ARTICLE 25
DURATION OF AGREEMENT AND SEVERABILITY

25.1 Duration of Agreement: This agreement shall be effective as of July 1, 1999, for a term of three (3) years. The Agreement may be reopened for negotiations at the option of either party sixty (60) days prior to June 30, 2002. The City requests the reopening be the last week in March, if possible, for budget reasons. During negotiations, the contract shall be extended day by day, by mutual agreement, until a new agreement is reached.

ARTICLE 26
MAILING ADDRESSES FOR NOTICES

26.1: The notice requirements of any provisions of this agreement shall be deemed satisfied upon mailing by first class mail to the following respective address of the parties. In the event, that either party shall desire to change the address for such notice he shall furnish to the other in the manner required hereunder, a written notice of such change of address.

Teamsters Local 214
2825 Trumbell Avenue
Detroit, Michigan 48216
Telephone 313-962-7729

ARTICLE 27
RATES FOR NEW JOBS

27.1: When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event, the Union does not agree that the description and rate are proper, the Union shall have the right to submit the matter into the grievance procedure at that step.

ARTICLE 28
WORK RULES

28.1: All existing and future work rules shall be subject to mutual review before becoming effective.

Establishing: The Employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Union.

Revising: Changes in existing work rules shall not become effective until they have been reviewed upon by the Employer and the Union.

ARTICLE 29
RATES OF PAY

The following salary schedule shall be in effect from July 1, 1999 to June 30, 2002

	7-1-99	7-1-00	7-1-01
	\$.80	\$.75	\$.73
Laborers:			
Start	16.65	17.40	18.13
3 Months	17.15	17.90	18.63
6 Months	17.35	18.10	18.83
One Year	17.69	18.44	19.17
Water Person I	17.95	18.70	19.43
Water Person II	18.25	19.00	19.73
Operator	18.17	18.92	19.65
Mechanic	18.17	18.92	19.65
Chief Mechanic	19.33	20.08	20.81
Inspector	18.52	19.27	20.00
Carpenter	18.75	19.50	20.23
Electrician	18.75	19.50	20.23
Engineering Aid	19.33	20.08	20.81

ARTICLE 30
RESIDENCY

30.1: Present and future employees of the Bargaining Unit must reside within the Corporate limits of Macomb County or in the portion of St Clair County south of Interstate 69 within one (1) year of completion of probationary period.

For the City of Fraser:

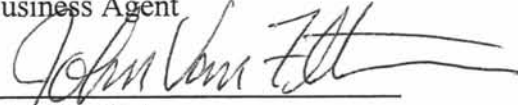
For Teamsters Local 214:



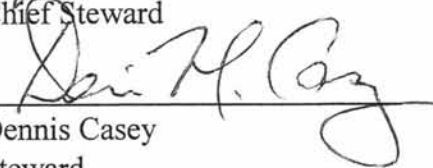
Thomas B. Van Damme
City Manager



Denny Rasch
Business Agent



John VanFleteren
Chief Steward



Dennis Casey
Steward

Dated: 11-19-99

