

6/30/04

6/30/2004

WORK AGREEMENT
BETWEEN
THE CITY OF MENOMINEE, MICHIGAN
AND
TEAMSTERS, CHAUFFEURS UNION LOCAL NO. 328
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

July 1, 1999 to June 30, 2004

Menominee, City of

PUBLIC WORKS, UTILITY, CEMETERY & PARKS EMPLOYEES

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ARTICLE I - AGREEMENT

This Agreement between the CITY OF MENOMINEE, MICHIGAN hereinafter referred to as the "City" and TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union", entered into this 1st day of July, 1999 and shall remain in full force and effect until the 30th day of June, 2004.

SECTION 1. Pursuant to and in accordance with all provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Employees Organization as the exclusive representatives for the purpose of collective bargaining in respect to wages, hours and conditions of employment for the term of this agreement, for all public works, utility, cemetery, and parks employees.

Recognizing Section 9, 10 and 11 of P.A. 379 of 1965; 17.455(9)(10)(11) MSA, declaring it lawful for public employees to join in labor organizations for the purpose of collective negotiation with their public employer through representatives of their own free choice; and declaring it unlawful for a public employer to discriminate in regard to terms of hire or other conditions of employment in order to encourage or discourage membership in a labor organization; and declaring that representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the representatives named in this agreement as the exclusive representatives of all public employees in such unit whether or not said employees are members of any association; provided, however, that this Agreement shall not apply to supervisors, library, office, clerical employees, nor probationary employees referred to in Article 5, Section 5.1 of this Agreement.

SECTION 2. City has the right to hire, suspend, discharge for proper cause, or transfer, the right to relieve employees for the lack of work and to assign to positions within the confines of this agreement.

Nothing contained herein shall be considered to deny or restrict the City of its rights, responsibilities and authority under the laws of Michigan, or any other laws or regulations, except as specifically stated by this Agreement.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the City, except those which are clearly and expressly relinquished herein by the City shall continue to vest exclusively in and be exercised exclusively by the City without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such actions during the term of this agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and direct the working forces and affairs of the City.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel for scheduling all of the foregoing, but not in conflict with the specific provisions of this agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct its working forces, including the right to hire, promote, suspend, demote, or discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and lay off employees, but not conflict with the provisions of this agreement.
4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution and/or disseminating its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or charges therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service maintenance or distribution of work and the source of materials and supplies.
9. Determine all financial policies including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the City shall not abridge any rights from employees as specifically provided for in this agreement.
11. Determine the policy affecting the selection, testing and training of new employees, providing that such selection shall be based upon lawful criteria.
12. The City shall continue to have exclusive right to establish, modify or change any condition except those covered by provisions of this agreement.
13. The City shall determine all methods and means to carry on the operation of the City, including automation or contracting thereof or changes therein.
14. To the exclusive management and administrative control of the City, and its properties, and facilities and the activities of its employees during working hours.
15. To establish hiring procedures and qualifications.
16. The City and/or its representative may adopt rules and regulations not in conflict with the terms of this agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.

17. The City shall continue the right to determine and redetermine job content.
18. The City has the right to adopt personnel policies further defining benefits under terms and conditions of the agreement. These personnel policies will not supersede negotiated contractual policies, nor instigate non-negotiated revisions to this agreement, except as authorized under this section.

The above are not to be interpreted as abridging or conflicting with any specific provisions in this agreement.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and expressed terms hereof are in conformance with the laws and Constitution of the State of Michigan, and the laws and Constitution of the United States.

It shall also be the sole right of the City to hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees, subject to the terms and conditions of this contract.

Except as expressly provided otherwise in this agreement, the determination and administration of city policy, the operation and management of the buildings and the direction of employees are vested exclusively in the City. The matters contained in this agreement and/or the exercise of any such rights of the City are not subject to further negotiations between the parties during the term of this agreement.

The listing of specified management rights in this agreement is not intended to be, nor shall it be restrictive of a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the City in the past.

ARTICLE II - MEMBERSHIP

SECTION 1. Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

SECTION 2. All employees, who are not members of the union, in the bargaining unit shall pay to the Union a representation fee equal to the regular and usual dues paid by union members. For present regular members, such payment shall commence thirty-one (31) days following the effective date, or execution date of this agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) days following their date of regular employment.

SECTION 3. As a condition to the effectiveness of this article the Union agrees to indemnify and save harmless the City, each individual council member and all administrators harmless against any and all claims, demands, costs, suits or other forms of liability, including attorneys fees, and all court or administrative agency costs that may arise out of, or by reason of action taken by the city for the purpose of complying with this article.

ARTICLE III - UNION MANAGEMENT RELATIONS

SECTION 1. All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the City.

SECTION 2. Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

SECTION 3. Labor management meetings will be scheduled at times mutually agreeable between the City and Union.

ARTICLE IV - SENIORITY

SECTION 1. All newly hired employees shall be on probation for a period of three hundred sixty-five (365) calendar days from the date of their employment, during which period such newly hired employees may be disciplined, or discharged.

SECTION 2. Continued employment beyond the probationary period above noted is hereby defined to be evidence of satisfactory completion of probation.

SECTION 3. Full-time regular employee is hereby defined as an employee hired to fill a full-time position in the table of organization, consisting of forty (40) or more hours per week.

SECTION 4. Part-time regular employee is hereby defined as an employee hired to fill a part-time regular position in the table of organization, consisting of less than forty (40) hours per week.

SECTION 5. Temporary employee is hereby defined as an employee hired for a period of not exceeding six (6) months and who shall be separated on or before the end of that period.

SECTION 6. All employees are required to submit to the prescribed physical examination.

SECTION 7. Seniority after successful completion of the probationary period shall start from the original date of hire. The City will post seniority lists quarterly unless there are no changes. These lists will be posted in each department.

SECTION 8. Any employee desiring to protest their position on the seniority list shall file their protest in writing with the city clerk within ten (10) days after the posting of the said list.

SECTION 9. Employer honors the seniority principle in all cases of layoff and recall.

- (a) Seniority shall be interrupted for the following reasons:
 - (1) If the employee is on layoff of less than twenty-four (24) months except as described in Section 16, or on an approved leave of absence. For purposes of bidding and recall only seniority will not be affected by a layoff of less than twenty-four (24) months or an approved leave of absence of thirty (30) days or less.

- (b) Seniority shall be forfeited for the following reasons:
- (1) If the employee quits.
 - (2) If the employee is discharged and the discharge is not reversed.
 - (3) If the employee fails to report to work within forty-eight (48) hours of proper recall notice. Notification to return will be satisfied by (a) mailing a letter to the last known address; or (b) when the employee is personally notified by the department head.
 - (4) For employees on layoff after twenty-four (24) consecutive months.
 - (5) If an employee refuses a job, s/he will have removed themselves from the seniority list.

SECTION 10. All union employees shall be given first opportunity to bid on any openings before a new employee is hired for a position in a department; all other things being equal, seniority shall govern. Postings within the departments shall be five (5) working days within the public works unit prior to being posted citywide.

SECTION 11. For the purpose of layoff and recall, Section 10, bidding procedures and allocation of departmental jobs subject to seniority, and for vacation scheduling, seniority will be on a departmental basis. Departments will be defined as:

- A. Cemetery and Parks Employees
- B. Water Distribution
- C. Public Works (covering all employees other than A and B above).

For the purpose of computing retirement, vacation, longevity, or other fringe benefits, seniority will be on a citywide basis.

SECTION 12. Any city employee transferring into the jurisdiction of this contract, or any employee under this contract, changing departments as defined in Section 11, will be at the bottom of the departmental seniority list, and subject to seniority terms as defined in Section 11. All existing employees will be subject to the provisions of this article.

SECTION 13. In case of new equipment put into use, the new equipment shall be assigned to the person whose equipment is replaced.

SECTION 14. Full-time plowing assignment shall be offered first to the public works unit provided employee is qualified.

SECTION 15. Any employee, who terminates employment with the City of Menominee by his/her own volition, shall be considered a new employee for all purposes if s/he should return to the employment of the City.

SECTION 16. Superseniority - For the purpose of layoff only, the steward shall have superseniority. This provision will apply only to the chief steward, and it is understood that s/he must be capable of performing any job to which s/he may be assigned under this provision.

SECTION 17. An employee will remain on the seniority list for twenty-four (24) months from the date of the employee's last layoff.

SECTION 18. Temporary layoff which may be voluntary on the employee's part, shall be considered a short term layoff of not more than thirty (30) days and shall be under the following conditions:

- (a) Seniority shall continue uninterrupted.
- (b) The City shall continue hospitalization and life insurance coverages.
- (c) The employee shall report to work within six (6) hours of proper recall notice. Notification to return to work will be satisfied when the employee is personally notified by the department head.

If the employee fails to report after proper recall notice, the employee will be considered on regular layoff under Section 9.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1. A grievance of an employee shall be a claim, either that a specified provision of this Contract has been violated by the employer to the detriment or disadvantage of the employee, or that the employer has applied a specific provision of the contract erroneously, arbitrarily or unfairly, or that the employer has violated departmental rules. The purpose of this grievance procedure will be to encourage internal dispute resolution, utilizing arbitration only as a last resort.

SECTION 2. The City must be notified of the existence of a contractual dispute within ten (10) days of the date that the dispute should have been known to the grievant.

SECTION 3. A grievance will not be reduced to writing until either the City or the Union are convinced that the dispute cannot be resolved internally; however, any dispute resolution initiated under Section 5.2 will not extend beyond thirty (30) calendar days or it will be considered dropped and not subject to the grievance appeal process.

SECTION 4. At any time when either party becomes convinced that an internal settlement cannot be reached, that party may file a written request for determination with the other party. It shall then be incumbent upon the Union to either drop the grievance or to proceed to arbitration without undue delay.

SECTION 5. In rendering a decision, the arbitrator will be confined to the terms and conditions delineated in the agreement to determine the proper resolution of the dispute.

SECTION 6. The Union agrees that no work stoppage or delay will occur as a result of the filing or processing of a grievance.

SECTION 7. The costs of the arbitrator will be shared equally. All other expenses will be the responsibility of the party initiating the expense.

SECTION 8. By mutual agreement, mediation may be utilized as an intermediate step towards grievance resolution.

SECTION 9. The Michigan Employment Relations Commission will be the agency charged with providing an arbitrator, according to their rules.

ARTICLE VI - HOURS OF WORK

SECTION 1. All employees shall work forty (40) hours per week on a schedule of eight (8) hours per day, Monday through Friday beginning at 7:00 A.M. The cemetery department will work the same schedule starting at 8:00 A.M. each day.

SECTION 2. Overtime or extra hours shall be distributed as equally as possible among employees in their regular department, however, in case any emergency arises, the senior employee who ordinarily performs such work may be called in.

SECTION 3. If an employee is unable to report for work at the scheduled time, s/he shall call the city garage at least five (5) minutes prior to the start of their shift and ask for the public works director. If the public works director is not available, the information shall then be given to the person who answered the phone.

All cemetery employees shall call the cemetery office at least five (5) minutes prior to the start of their shift and ask for the public works director. If the public works director is not available, the information shall then be given to the person who answers the phone.

SECTION 4. A coffee break of ten (10) minutes per each half (½) shift shall be allowed employees represented by Teamsters Local 328.

ARTICLE VII - SICK LEAVE

SECTION 1. The City of Menominee allows that each full time regular employee leaves of absence on account of sickness as follows: Five (5) days for each year of continuous service after the first year of service; one (1) day per month after the fourth year of continuous service, accumulative to one hundred (100) working days. For employees with eleven (11) years of service or more sick leave will be allowed to accumulate to one hundred twenty (120) days.

SECTION 2. Sick leave time shall be allowed with full pay for his/her classification pay for each employee for the following reasons only:

- A. Personal illness of employee.
- B. Illness in the immediate family (spouse and dependent children) requiring doctor's care, or death in the immediate family, sister-in-law, brother-in-law, grandmother, grandfather of such employee, reasonably requiring leave of absence of such employee. Illness in the immediate family shall be limited to one (1) week unless illness requires an out of area stay, and then limit will be extended to thirty (30) days. Extensions available if approved by personnel director.
- C. Quarantine of the employee and if the employee is quarantined in his/her own house because of quarantine affecting other members of his/her family then such leave shall apply, provided such quarantine shall have been imposed by the proper health authorities.

SECTION 3. No sick leave shall be allowed in the event the employee has been injured while employed by others than the City.

SECTION 4. Any employee who willfully violates or otherwise misuses this policy effecting sick leave or misrepresents any statement or condition as required hereunder will forfeit all accumulations above mentioned and any further rights under this sick leave policy.

SECTION 5. Before any sick leave of absence will be allowed, the application therefore shall be certified by the department head. After three (3) working days of illness the employee must provide their department head a doctor's statement certifying the employee's absence.

SECTION 6. Such sick leave shall be applied entirely separate and distinct from any vacations and shall not accumulate for any vacation purposes.

SECTION 7. Upon retirement, all employees of the unit shall be paid twenty-five percent (25%) of unused sick leave at their regular rate of pay up to a maximum one hundred (100) working days.

SECTION 8. In the event an employee consistently uses his/her leave as it is accumulated, and it becomes apparent that the employee is not acting in good faith with the spirit and intent of the contract in regard to sick leave and is using sick leave as an additional day off, management may require a doctor's certificate or take disciplinary action against said employee or review payment of sick leave time.

SECTION 9. In the event of a work-related injury, an employee may take loss of time rather than sick leave for a doctor's appointment.

ARTICLE VIII - LEAVE OF ABSENCE

SECTION 1. Any employee who is ill or injured and is supported by satisfactory written evidence shall be granted a sick leave of absence and shall accumulate seniority.

SECTION 2. Any employee desiring sick leave of absence shall apply to his/her department head, and if practical thirty (30) calendar days will be granted. All leaves of absence shall be in writing and signed by the department head.

ARTICLE IX - VACATIONS

SECTION 1. All regular employees shall receive vacation according the following schedule:

SECTION 2. All full-time seasonal employees are eligible for one-half (½) week paid vacation after two (2) consecutive seasons for a period of at least six (6) consecutive months in each season; one (1) week of paid vacation after five (5) consecutive seasons for a period of at least six (6) consecutive months in each season.

SECTION 3. Preference in selection of vacation in all departments shall be governed by seniority.

SECTION 4. The third and fourth week of vacation shall be designated winter vacation. The winter vacation period shall be that period from November 1 through May 1 inclusive. All winter vacation shall be taken during this period, unless otherwise agreed upon by the department heads.

SECTION 5. All full-time regular employees are eligible for one (1) week of paid vacation after continuous service of one (1) year; two (2) weeks of paid vacation after continuous service of three (3) years; three (3) weeks of paid vacation after continuous service of seven (7) years; and four (4) weeks of paid vacation after continuous service of fifteen (15) years; plus one (1) additional day's paid vacation for each year after eighteen (18) years of continuous service up to a maximum of five (5) weeks of vacation.

SECTION 6. Should a holiday fall within a vacation period, the employee shall be granted an additional day's vacation.

SECTION 7. All employees are expected to take their vacation in the current year but in the event the employee cannot be spared to take a vacation, the employer may extend the vacation period or compensate the employee accordingly.

SECTION 8. For crediting to and deducting from vacation accounts of all employees forty (40) hours will equal a week and eight (8) hours will equal a day.

SECTION 9. Effective September 1, 1995 vacation schedule will be switched from September 1 date to anniversary date. A two (2) month extension will be granted for use of the previous year's vacation. Any hours not used by that time shall be forfeited.

ARTICLE X - PAID HOLIDAYS

SECTION 1. The employer will pay all full-time employees ten (10) holidays not worked, New Years Day, the day before New Years, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and the day before Christmas at their regular straight time classified rate. The employer will pay all regular full-time employees for holidays not worked, at their regular straight time classified rate, providing the employee is listed on the active payroll on the pay period following the holiday. Employees must work the scheduled day before and the scheduled day after the holiday to get paid for the holiday.

SECTION 2. Maximum pay for any holiday shall be twenty (20) hours pay for eight (8) hours worked.

SECTION 3. In addition to being paid for the holiday, the holiday worked will be compensated at the rate of time and one-half (1½) multiplied by the number of hours worked. Hours worked over eight (8) will be compensated at the rate of two (2) hours pay for each hour worked. This shall apply for New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

SECTION 4. Employees who use sick leave the workday before or after a holiday but work the holiday will be alerted for possible sick leave abuse, continued occurrences will result in discipline.

ARTICLE XI - INSURANCE

SECTION 1. For all full-time employees and probationary employees after thirty (30) days of service, the employer will pay the full cost of family hospitalization insurance coverage. The plan shall be the BC/BS Community Blue's PPO Program Plan 1 with a \$15 drug card and Dental A Plan (50% co-pay up to \$800).

SECTION 2. The employer agrees to pay the full cost for the employee coverage of life insurance on the employee as follows: \$10,000.00.

SECTION 3. The City may contract with other insurance carriers for equivalent or greater coverage at an equal or lesser rate.

SECTION 4. If an employee dies while employed by the City, the City will pay insurance for current month plus an additional month provided the employee has dependents.

ARTICLE XII - WAGES

SECTION 1. Wages shall be detailed in the attached Schedule A and Table of Organization and Wage Rates.

SECTION 2. Employees will be paid time and one-half (1½) for all time before 7:00 A.M., or 8:00 A.M. for cemetery employees.

SECTION 3. All employees shall have the option of overtime pay or compensatory time off in accordance with the contract provisions and federal/state law for time worked over forty (40) hours in a scheduled workweek.

Employees to earn compensatory time in lieu of overtime at the employee's option at the rate of one and one-half (1½) the hours worked, not to exceed two (2) regular forty (40) hour work weeks or a total of eighty (80) hours.

SECTION 4. Any employee having completed his/her day's work and recalled to work shall be paid two (2) hours call in pay at his/her regular classification rate of pay, plus his/her regular classification rate at time and one-half (1½) for all hours worked, unless the employee is notified at the end of the preceding shift of any early reporting time for regular shift.

SECTION 5. Double time shall be paid to employees in all departments after sixteen (16) hours of continuous work.

SECTION 6. Any employees required to work in a classification with a higher rate of pay than his/her regular classification or in a classification with a lower rate of pay than his/her regular classification and more than one (1) pay period shall be compensated at the rate of pay of the higher or lower classification whenever s/he thereafter performs such work. When a heavy equipment operator is off on extended leave a person will be moved up to replace the person on leave, keeping three (3) operators in place.

SECTION 4. Parties acknowledge that during the negotiations that resulted in this agreement each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the life of this agreement, each voluntarily and unqualifiably waive the right, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

SECTION 5. Should any provisions of this agreement be found to be in violation of federal or state law by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

SECTION 6. It is agreed that with the exception of the person who is at this time a working supervisor at the city's garage, non-union personnel employed in a supervisory capacity will not engage in bargaining unit work. It is further agreed that any work by the current working supervisor will be of a routine nature during normal working hours Monday through Friday.

ARTICLE XVI - BEREAVEMENT

Employees shall be granted four (4) working days off in the event of death of spouse or children and three (3) working days off for death of mother, father, sister, brother, mother-in-law, father-in-law with full pay not charged to his/her sick leave provided they attend the funeral.

ARTICLE XVII - MISCELLANEOUS

SECTION 1. The City will furnish and keep in reasonable repair rain gear for all employees.

SECTION 2. The City will furnish, provide cleaning and keep in reasonable repair, coveralls for mechanic and sanitation, sewer crew, distribution and maintenance employees, coveralls and boots for tar truck employees. Distribution and sanitation crews can substitute cost of coveralls to purchase insulated coveralls.

SECTION 3. In the event it should become necessary to purchase safety glasses or safety shoes to conform to state or federal requirements, the City will participate in the cost as follows:

- (a) SAFETY GLASSES - NON-PRESCRIPTION - The City will furnish at no cost to the employee, not more than one (1) set per fiscal year. Replacement more often than that will be the employee's expense, unless broken in the normal line of duty.
SAFETY GLASSES - PRESCRIPTION - The City will pay the cost of safety glasses up to \$130.00 every two (2) years, unless broken in the line of duty, then the City will cover the cost of replacement. Safety glass allowance shall increase to \$135 the third year of the contract and \$140 the fifth year of the contract.

- (b) EQUIPMENT - A shoe allowance or other equipment at the discretion of the public works director up to \$50.00 per year will be paid upon presentation of the receipt. Allowance will increase to \$55.00 per year commencing July 1, 2001 and \$60.00 per year commencing July 1, 2003. Equipment allowance can be carried forward for three (3) years.

ARTICLE XVIII - RETIREMENT

SECTION 1. The City shall provide the employees with the Michigan Municipal Employees Retirement System Option B-1 and shall pay the full cost of the employees retirement plan. Effective September 1, 1994 the City shall provide employees with the Michigan Municipal Employees Retirement System Option B-2. Employees shall be vested under the V-6 six year vesting benefit. Employees option by majority vote can put 3.5% or pay increase toward a pension benefit in the last year of the agreement.

SECTION 2. The City shall offer a one time retirement offer for a 60-day window period from August 18, 1999 to October 17, 1999. The benefit for this program will be F55(20). Persons utilizing this program will also receive \$200 per month for 36 months.

ARTICLE XIX - RESIDENCY

SECTION 1. Employees must live within a five (5) mile radius of the city limits. If State law bans residency requirements, then the parties agree to follow prior to the expiration of the contract.

ARTICLE XX - TERM OF AGREEMENT

SECTION 1. This agreement shall remain in full force and effect from July 1, 1999 until June 30, 2004 shall automatically be renewed under the same terms and conditions for agreed periods thereafter unless either party shall give the other written notice of its desire to change its provisions or terminate this agreement by January 1st of the year that the contract expires. When either party requests such a meeting, the meeting shall be held within two (2) weeks after such a request is made.

SECTION 2. This agreement is complete in writing and shall not be amended, changed, altered or modified except by an instrument in writing, duly signed by the parties hereto.

SECTION 3. This agreement is complete in writing and shall not be amended, changed, altered or modified except by an instrument in writing, duly signed by the parties hereto.

Susan Spella
BUSINESS AGENT

DATE: 10-4-99

Laurie A. Stupak
CITY OF MENOMINEE, MICHIGAN-MAYOR

DATE: 10/11/99

Anthony D. Johnston
CITY OF MENOMINEE, MICHIGAN-CLERK *mcr*

DATE: 10-11-99

WATER DISTRIBUTION UNIT:

POSITION	HOURLY RATES EFFECTIVE				
	7-1-99	7-1-00	7-1-01	7-1-02	7-1-03
Utility Worker	12.47	12.90	12.34	12.78	13.28
Meter Reader	12.61	13.04	13.48	13.92	14.42
Backhoe Operator	12.66	13.09	13.53	13.97	14.47
S-4 Distribution Operator	12.93	13.36	13.80	14.24	14.74
S-3 Distribution Operator	13.21	13.64	14.08	14.52	15.02
S-2 Distribution Operator	13.30	13.73	14.17	14.61	15.11
Working Foreman	13.60	14.03	14.47	14.91	15.41
HIRED AFTER SEPTEMBER 1, 1995:					
Utility Worker	12.57	13.00	13.44	13.88	14.38
Meter Reader	12.61	13.04	13.48	13.92	14.42
Backhoe Operator	12.66	13.09	13.53	13.97	14.47
Working Foreman	13.60	14.03	14.47	14.91	15.41

After September 1, 1995 each license obtained up to the S-2 will warrant a ten cent (10¢) raise over your job classification (excluding the working foreman).

The City of Menominee agrees to pay for testing, licensing, and physicals for those positions which the City will require a commercial drivers license. Initial test only.

FOR THE CITY OF MENOMINEE, MICHIGAN

TEAMSTERS & CHAUFFEURS UNION

Anthony D. Frasca

Suzanne Opalka