

1203

3/31/98

AGREEMENT
Between
CITY OF EAST JORDAN
And
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214
(Covering DPW Employees)

East Jordan, City of



Effective April 1, 1995 through March 31, 1998

TABLE OF CONTENTS

CITY OF EAST JORDAN - DPW BARGAINING UNIT

<u>Article</u>	<u>Title</u>	<u>Page</u>
	A G R E E M E N T	1
ARTICLE I	RECOGNITION	1
ARTICLE II	MANAGEMENT RIGHTS AND RESPONSIBILITIES	3
ARTICLE III	UNION RIGHTS	3
ARTICLE IV	STRIKES AND LOCKOUTS	4
ARTICLE V	UNION SECURITY	4
ARTICLE VI	PROBATIONARY PERIOD	7
ARTICLE VII	GRIEVANCE PROCEDURE	9
ARTICLE VIII	DISCIPLINE	13
ARTICLE IX	LEAVES OF ABSENCE	14
ARTICLE X	SICK LEAVE	16
ARTICLE XI	PHYSICAL FITNESS	19
ARTICLE XII	HOURS OF WORK AND OVERTIME	19
ARTICLE XIII	HOLIDAYS	23
ARTICLE XIV	VACATIONS	25
ARTICLE XV	EMPLOYMENT CONDITIONS	26
ARTICLE XVI	PENSION, HEALTH, LIFE AND DENTAL/OPTICAL INSURANCES	27
ARTICLE XVII	LAYOFF AND RECALL	30
ARTICLE XVIII	MISCELLANEOUS	31
ARTICLE XIX	SPECIAL CONFERENCES	34

TABLE OF CONTENTS

CITY OF EAST JORDAN - DPW BARGAINING UNIT

<u>Article</u>	<u>Title</u>	<u>Page</u>
ARTICLE XX	PERSONNEL FILES	35
ARTICLE XXI	OUT OF CLASS WORK AND EMERGENCY ASSIGNMENTS	35
ARTICLE XXII	STEWARDS AND ALTERNATES	36
ARTICLE XXIII	CLASSIFICATIONS	37
ARTICLE XXIV	TERM OF AGREEMENT	42
APPENDIX "A"	WAGES AND LONGEVITY	43
	LETTER OF UNDERSTANDING - ACCRUAL AND USE OF VACATION	45

INDEX

CITY OF EAST JORDAN - DPW BARGAINING UNIT

Act 379, Public Acts of 1965	1
Advancement Within Classifications	40
Alternate Steward	36
Appeal board	10
Arbitration	10
Arbitrator	11
Armed Services Reserve Leave	14
Authority of an arbitrator	11
Banking	16
Bargaining unit work	31
Break period	19
Bullard Plawecki	35
Bulletin Board	31
Cemetery Sexton duties	2
City Administrator	9, 10
Classification outside the bargaining unit	8
Classification Titles	37
Commercial Driver's Licenses	33
Concerted activity	4
Confined Space Entry	33
Deduction of Dues	6
Dental/Optical Insurance	29
Discharge	13
Doctor's verification	17
Drug Free Work Place Policy	33
Dues	5
Emergency assignments	36
Employment Relations Commission	10
Equipment and Safety	32
Equipment Operator Step I (trainee)	39
Equipment Operator Step II	39
Equipment Operator Step III	40
Equipment Operator Step IV	40
Executive Board of the Union	36
Expenses and fees of the arbitrator	11
Expenses and wages of witnesses	11
Fair share	5
Federal Mediation and Conciliation Services	10
FIRST STEP	9
Funeral Leave	15

INDEX

CITY OF EAST JORDAN - DPW BARGAINING UNIT

Grievance	9
Health and Life Insurance	27
Holiday Schedule	23
Immediate family	15
In-service training	20
Initiation fee	6
Initiation fees	5
Janitor, Step I (trainee)	40
Janitor, Step II	40
Job Classifications	32
Job probation	8
Just cause	3, 9, 13
Last hiring date	7
Layoff	30
Lockout	4
Longevity	44
Loss of Seniority	30
Mechanic Step I (trainee)	37
Mechanic Step II	37
Mechanic Step III	37
Mechanic Step IV	38
Mediator	10
Medical Leave	14
Membership	4
Mental unfitness	19
Military Leave	14
Normal and Revised Shifts	21
Normal Workday and Workweek	19
On call" rotation	22
On-Call Procedure	22
Overtime Payment	20
Pension	29
Personal Days	24
Probationary employees	7
Probationary period	7, 8

INDEX

CITY OF EAST JORDAN - DPW BARGAINING UNIT

Recall	30
Representation fee	6
Safety Committee	32
Save Harmless Clause	7
Seasonal employees	2
Second shift	21
SECOND STEP	9
Sick Leave Credit and Cashout	16
Sickness and Accident Insurance	17
Slowdown	4
Steps and Qualifications Within Classifications	37
Steward	36
Strike	4
Subcontracting	31
Suspension	13
Third shift	21
THIRD STEP	10
Time clocks	27
Time Limits	11
Transfer Between Classifications	41
Uniforms	33
Unpaid Personal Leave	14
Use of Sick Leave	17
Vacation paychecks	26
Wages	43
Wastewater Operator Step I (Trainee)	39
Wastewater Operator Step II	39
Wastewater Operator Step III	39
Wastewater Operator Step IV	39
Water Operator Step I (Trainee)	38
Water Operator Step II	38
Water Operator Step III	38
Water Operator Step IV	39
Work Rules	31
Worker's Compensation and S/A Insurance Supplement	18
Working days	12

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1995, by and between the CITY OF EAST JORDAN, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the "Union".

The general purpose of this Agreement is to set forth the salaries, hours and working conditions which shall prevail for the duration of this Agreement and to promote, orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the Community. Recognizing that the interest of the community and the job security of the employees depend upon the continuance of the rendering of proper services in an efficient manner to the community, the Employer and the Union, for and in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I

RECOGNITION

Section 1.

Pursuant to and in accordance with Act 379, Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for all of its mechanics, equipment operators, plant operators, treatment plant operators, and laborers; but EXCLUDING park caretakers, police department employees, fire department employees, clerical employees, seasonal employees, Elm Point Caretaker, transfer station employees, cemetery employees, supervisors, and all other employees.

- a) Should, at any time, the number of active full-time bargaining unit employees be less than seven (7), the Cemetery Sexton duties shall be performed by a bargaining unit employee.
- b) Seasonal employees shall be defined as those employees hired to work for not more than one hundred eighty (180) days in any calendar year. Seasonal employees shall not be used to replace bargaining unit employees.

Section 2.

The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of his or her race, color, creed, sex, age, marital status, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members, discriminate against any employee because of his or her membership or non-membership in the Union.

Section 3.

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively in the Employer.

Section 4.

The Union agrees that except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

Section 5.

In this Agreement, words in the masculine gender shall include the feminine gender.

ARTICLE II

MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer will honor all terms of this Agreement. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all responsibilities and powers of authority.

The Employer reserves the right to discipline and discharge for just cause. The Employer reserves the right to layoff for lack of work or funds; or the occurrence of conditions beyond the control of the Employer. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job descriptions or the classification specifications.

ARTICLE III

UNION RIGHTS

Section 1.

The Employer agrees to use bargaining unit employees to perform work normally done by bargaining unit employees except as provided for elsewhere in this Agreement or under emergency conditions as defined in this Agreement.

Section 2.

A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

Section 3.

Any alleged violation of Union rights in Article III, is subject to an immediate hearing of the Grievance Panel, Step 3.

ARTICLE IV

STRIKES AND LOCKOUTS

Section 1.

The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether the employee engaged in such proscribed activity will be a proper subject for the grievance procedure.

ARTICLE V

UNION SECURITY

Section 1. Membership.

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.

- a) Membership in the Union is separate, apart and distinct from the assumption by one of his or her equal obligation to the extent that he or she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his or her own way and assume his or her fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- b) In accordance with the policy set forth under paragraphs 1 and 2 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For new employees, the payment shall start thirty-one (31) days following the date of employment.

- c) Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty-one (31) days from his/her date of hire, or thirty-one (31) days from the effective date of this Agreement, whichever is later, be required to pay to the Union, a representation fee to be established by the Union in accordance with applicable law (P.A. 390), and certified to the Employer by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual initiation fee and the monthly dues, and for such month thereafter, in an amount equal to the regular and usual monthly dues.

Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues or service fee owed under said agreement be deducted by the Employer from the employee's paycheck pursuant to State law, without such authorization slip being signed.

Section 2. Deduction of Dues.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of the Union, provided, however, that the Union presents to the Employer, authorizations signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- b) Monthly agency fees, Union dues and initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

Section 3. Save Harmless Clause.

The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this Provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

ARTICLE VI

PROBATIONARY PERIOD

Section 1.

All new employees shall be probationary employees until they have completed twelve (12) months of service, since his or her "last hiring date", with the Employer. It is understood and agreed, the probationary period may be extended by mutual agreement between the parties hereto. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he or she has not quit, retired, or been discharged. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him or her for regular employee status. During the probationary period an employee may be laid off, disciplined, or dismissed from employment without regard to his or her length of service and without recourse to the grievance procedure.

- a) Upon signing of this Agreement, all employees covered by this Agreement shall be required to reside within the current boundaries of the East Jordan School District. Present employees who live outside the current boundaries of the East Jordan School District may continue to do so. New hires shall be given a reasonable period of time after completion of

his/her probationary period to establish residency within the current boundaries of the East Jordan School District.

- b) It is understood and agreed that new employees shall be required to conform to the requirement as set forth above within six (6) months following the completion of his or her probationary period.

Section 2.

When an employee is promoted or transferred to a different job classification within the bargaining unit, he or she shall be on job probation in the new job classification into which he or she is promoted or transferred for a period of six (6) consecutive months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom any time he or she demonstrates, in the discretion of the Employer, that he or she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall return to the last previous job classification he or she had permanently occupied.

Section 3.

If an employee is promoted or transferred to a job classification outside the bargaining unit and is removed therefrom within a period of one (1) year from the date of hire, the employee shall return to the last previous job classification he or she permanently occupied within the bargaining unit. If an employee is removed after the one (1) year period, he or she shall have no right to return to the unit. If an employee is removed by discharge he or she shall have no right to return to the unit.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

Section 2.

FIRST STEP: If an employee has a grievance he or she shall, within three (3) working days of the occurrence of the grievance or when he or she became knowledgeable of the grievance or the facts upon which the grievance is based, first attempt to resolve it by verbally discussing it with his or her immediate supervisor. Should the immediate supervisor not be available the employee may first discuss the matter with the City Administrator. The immediate supervisor, or City Administrator, shall answer the employee's verbal grievance within three (3) working days of such discussion with the employee. If he or she is unable to resolve the grievance in this manner, then he or she shall reduce it to writing and submit it to his or her immediate supervisor within five (5) working days after the supervisor's oral answer. The City Administrator or his or her designate, shall give a written answer to the aggrieved employee within five (5) working days after the receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy by the Employer.

SECOND STEP: If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his or her Union Steward or his or her designated representative shall notify the City Administrator in writing, five (5)

working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the City Administrator, or someone by him designated, shall meet with the grievant and Union representative within seven (7) working days after receipt of request to consider the grievance. The City Administrator or his or her designated representative shall give a written answer to the aggrieved employee and his or her Union representative within seven (7) working days after the date of this meeting. If the answer is satisfactory, the grievant shall so indicate on the form and sign it, with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

THIRD STEP: If the grievance has not been resolved in the foregoing steps either the Employer or the Union shall, within seven (7) calendar days after the Second Step answer has been received, have the right to process the grievance to the appeal board as set forth below:

- a) The appeal board for the Employer shall consist of the City Administrator and/or a designated representative selected by the Employer, and the Union's representative selected by the Union and a Mediator appointed by the Michigan State Employment Relations Commission. The appeal board shall meet within fourteen (14) calendar days after receipt of the above appeal notice by the non-moving party and shall render a decision within seven (7) calendar days following such meeting, which decision, provided it is unanimous, shall be final and binding upon the parties to this Agreement.
- b) In the event the appeal board above described is unable to arrive at a unanimous decision, the Union may submit the grievance to arbitration through the Federal Mediation and Conciliation Services in accordance with its rules and regulations, provided such submission is made within

fifteen (15) calendar days after receipt by the Union and the Employer of the appeal board's decision in Step Three of the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his or her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by Employer and the Union. The expenses and wages of witnesses and representatives of the Union shall be borne by the Union and the expenses and wages of witnesses and representatives of the Employer shall be borne by the Employer.

Section 5. Time Limits.

The time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Union fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided, however, that nothing contained herein shall be construed so as to

automatically refer a grievance to the appeal board or to the arbitration step of the grievance procedure.

Section 6.

Meetings provided for in the Second Step of the grievance procedure shall start not later than 4:00 p.m, on the day for which they are scheduled.

Section 7.

The Employer shall be promptly informed in writing as to the membership of the Union's grievance representatives and any changes therein.

Section 8.

Working days shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding any holidays recognized pursuant to this Agreement.

Section 9.

A Union representative shall suffer no loss of pay from his or her regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances as provided for in this grievance procedure. However, the Union representative shall first obtain permission from his or her supervisor prior to leaving his or her duty station to investigate and/or process grievances, recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the supervisor shall not unreasonably deny the Union representative the necessary time off.

ARTICLE VIII

DISCIPLINE

Section 1.

The Employer agrees it shall not discharge or discipline any employee without just cause from and after the date hereof. In the event an employee covered by the terms of this agreement is suspended from work for disciplinary reasons or is discharged from his or her employment, and the employee believes he or she has been unjustly suspended or discharged, he or she shall be allowed to discuss his or her suspension or discharge with his or her Union representative before being required to leave the Employer's property. Such suspension or discharge may constitute a case arising under the grievance procedure, providing a written grievance with respect thereto is presented to the City Administrator pursuant to Step Two of the grievance procedure within three (3) working days after such discharge or after the start of such suspension.

Section 2.

In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial compensation, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of discharge or suspension less such compensation as he or she may have earned at other employment during such period.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Unpaid Personal Leave.

The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee provided, in the judgment of the Employer, such employee can be spared from his or her work.

Section 2. Medical Leave.

An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence without pay and without loss of seniority for not to exceed one (1) year provided he or she promptly notified the Employer of the necessity therefore and provided further, that he or she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3. Military Leave.

A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4. Armed Services Reserve Leave.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his or her orders.

Section 5. Funeral Leave.

Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) days due to a death in their immediate family. Immediate family shall be defined as current spouse father, mother, mother-in-law, father- in-law, brother-in-law, sister-in-law, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, step parents and step children. The three (3) days above referred to shall end with the day of the funeral unless the funeral took place more than 500 miles from the City of East Jordan, in which event the three (3) days above referred to shall end with the day after the funeral and to be eligible for such pay, the employee must attend the same.

Section 6. Written Request.

Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by the City Administrator in order to preserve the employee's job rights during such leave.

Section 7. Jury Duty Leave.

Should any employee be called to serve on jury duty the employee will not suffer a loss of pay and shall receive his/her regular pay for all time required for such jury duty service which occurs during the employee's regular working hours provided:

- a) the employee shall give the Employer a copy of the written notice concerning such jury duty as soon as the employee receives same from the court.
- b) the employee shall submit to the Employer all moneys, less expense reimbursement, that the employee received for serving on jury duty.

- c) the employee will be required to return to work if he/she is released from jury duty in sufficient time to return to work with two (2) or more hours remaining in the work day.
- d) that said jury duty service is actually performed.

ARTICLE X

SICK LEAVE

Section 1. Banking.

Each employee shall have the option of retaining not more than ten (10) days of his or her sick leave for future use. The Employer shall have no obligation to purchase any sick leave that may be subsequently banked by an employee.

Section 2. Sick Leave Credit and Cashout.

December 1 of each year all regular full-time employees shall be credited with eight (8) sick leave days. Employees may use these sick leave days, and those banked from the preceding year pursuant to Section 4 of this Article.

Effective with the first pay period in December of each year, regular full-time employees will have the option for all unused sick leave that was credited to him/her in that calendar year of:

- a) Placing those days into his/her sick leave bank, provided the bank will not exceed twenty (20) days; and/or
- b) Having the Employer pay him/her for those days not placed in the bank, at the rate of one-half ($\frac{1}{2}$) his/her regular rate of pay.

Section 3. Sickness and Accident Insurance.

The Employer shall provide a sickness and accident insurance plan for all regular full-time employees. This insurance plan shall provide, at a minimum, the employee with up to fifty-two (52) weeks of coverage and a payment of seventy (70%) per cent of his or her regular gross weekly salary. These payments shall be effective on the first day of an accident or injury and on the eighth day of illness.

Section 4. Use of Sick Leave.

In order to qualify for sick leave payments, the employee must report to his or her supervisor, or his or her supervisor's designated representative, not later than one (1) hour before his or her normal starting time on the first day of absence. If, in the judgment of the Employer, circumstances surrounding the absence made such reporting impossible, such report may be made as soon thereafter as possible.

- a) Employees shall be required to provide a doctor's verification of illness at the third consecutive day of any illness. The Employer shall have the right to require the employee to furnish a doctor's verification attesting to the necessity for the absence, on the first day of the absence, if the Employer has reason to believe that the employee is abusing the sick leave provision. The doctor's verification must state the cause for such absence, confirm the necessity therefore, and, before the employee resumes his or her normal duties, must state that the employee is physically able to return to and perform his or her job duties.
- b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

- c) Nothing herein contained shall be construed so as to allow employees to collect sick leave pay and sickness and accident insurance benefits at the same time.

Section 5. Worker's Compensation and S/A Insurance Supplement.

Qualified employees, subject to the provisions set forth in this Article, shall be eligible for Employer paid sick leave from and to the extent of their pre-credited unused sick leave credits in the following situations:

- a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his or her employment or work in the service of another employer while employed by the Employer.
- b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his or her employment with the Employer which is compensable under the Worker's Compensation Act. After the first day of such absence he or she shall be entitled to utilize his or her unused paid sick leave credits to make up the difference between the amount of daily benefits to which he or she is entitled under such Act, if any, and the amount of regular pay he or she would have received in his or her own job classification had he or she worked, but not to exceed the total equivalent of what he or she would have received in regular pay on an eight (8) hours per day basis.
- c) When an employee is absent from work and receiving sickness and accident insurance benefits (provided for under Section 3 above) he or she shall be entitled to utilize his or her unused paid sick leave credits to make up the difference between the amount of daily benefits to which he or she is entitled under such insurance policy, if any, and the amount of

regular pay he or she would have received in his or her own job classification had he or she worked, but not to exceed the total equivalent of what he or she would have received in regular pay on an eight (8) hours per day basis.

ARTICLE XI

PHYSICAL FITNESS

The Employer reserves the right to require employees to take a leave of absence who are not physically or mentally fit to perform their required duties. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice, at the Employer's expense reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at his or her own expense, may obtain a physical examination from the medical doctor of his or her choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor, mutually satisfactory to the Employer and the employee, shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally by the Employer and the employee and the medical doctor's findings shall be binding upon the employee, the Employer and the Union.

ARTICLE XII

HOURS OF WORK AND OVERTIME

Section 1. Normal Workday and Workweek.

The normal work week shall consist of forty (40) hours, Monday through Friday, except for seven (7) day operations, and the normal work day shall consist of eight (8) hours during which employees shall be entitled to a fifteen (15) minute paid break period at or near the mid-point of the first and second halves of his or her shift and a

one (1) hour unpaid lunch break at or near the mid-point of his or her shift. However nothing contained herein shall be construed to constitute a guarantee of eight (8) hours work or pay per day or forty (40) hours work or pay per week.

- a) Breaks shall be taken at a time and place specified by the Employer. Employees shall remain at work until the designated time for starting their breaks and shall be back at work and starting work at the end of their break.

Section 2. Overtime Payment.

Time and one-half (1-1/2) the employee's regular straight time hourly rate of pay shall be paid for all approved time necessarily spent on the job in excess of forty (40) hours per week, or eight (8) hours per day. Paid holiday and vacation leave shall be used for purposes of computing overtime eligibility under this paragraph.

- a) When an employee is called in to perform work at a time other than his or her regular work schedule, he or she shall receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) his or her regular rate of pay. The two (2) hour minimum provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their regular shift thereafter.
- b) When the City Administrator approves in-service training and it is scheduled at a time other than during an employee's regularly scheduled shift, such employee shall be compensated for the time necessarily spent at a straight time hourly rate of pay and shall not include travel time to or from the designated location for said training, either after regularly scheduled duty hours or on days that he or she is not regularly scheduled for duty. The Employer agrees to reimburse said employees who drive their own vehicle the standard mileage as established by the Employer.

Section 3. Normal and Revised Shifts.

It is understood and agreed that the Employer may start a second and/or third shift when, in its judgment, it deems same necessary.

- a) If the Employer establishes a first shift, it shall be a shift which starts between the hours of 5:00 a.m. and 9:00 a.m. If the Employer establishes a second shift, such shift shall start between the hours of 1:00 p.m. and 5:00 p.m. and the third shift shall start between the hours of 10:00 p.m. and 2:00 a.m.
- b) If the Employer initiates a new or changed shift or alters the employee's regular starting time, the employee shall be given at least forty-eight (48) hours advance notice of the change. This shall not be construed as to prevent the Employer from calling an employee in to work for emergencies or other reasons pursuant to paragraph a), Section 2 of this Article.
- c) If the Employer finds it necessary to change or initiate a new shift or otherwise alter the employee's regular starting time without at least forty-eight (48) hours advance notice, the employee shall be compensated at the rate of time and one-half (1-1/2) his or her regular rate of pay for all hours prior to his or her regular starting time. For the purpose of changing the starting time of a regular work shift only, this provision for forty eight (48) hours advance notice shall not apply to winter snow removal or plowing operations, provided that the Employer gives notice of such change in starting time to the employee prior to his or her completing his or her regular work shift immediately preceding the changed or altered shift.

This shall not be construed as to limit the Employer from working an employee less than eight (8) hours in one day or forty (40) hours in one week as provided for elsewhere in this Agreement.

Section 4. On-Call Procedure.

In order to provide the Employer with sufficient staff ready to respond to emergency needs, and in order to provide an equitable system to equalize overtime call-in opportunities among employees, each employee shall be required to be "on call" subject to the following:

- 1) The "on call" rotation shall be for seven (7) day periods beginning at 3:30 p.m. on Friday and ending at 3:30 p.m. the following Friday. The "on call" rotation shall also include any recognized holiday that falls within the "on call" rotation period.
- 2) As soon as practical following the effective date of this Agreement, the "on call" rotation schedule shall include at least one (1) non-bargaining unit employee. The on-call rotation schedule shall be posted for each three (3) month period.
- 3) Employees assigned to the "on call" rotation may exchange "on call" weeks at any time with notice to the City Administrator. If an employee is unable to serve his or her "on call" weekend due to illness or other reasons beyond the control of the employee, the Employer shall first ask for volunteers to cover the "on call". If more than one (1) employee volunteers, the most senior employee who volunteered shall be given the opportunity to cover the "on call". If no employee volunteers to cover the "on call", the Employer shall assign an employee as needed and shall make such assignments on a rotating basis among all employees, beginning with the least senior employee.

- 4) During the time the employee is on-call he or she shall be required to be available and properly prepared to respond to all calls and/or to call out additional help as may be required. Failure to comply with this requirement may result in discipline.
- 5) Employees shall be paid for all scheduled work and all call-in work according to the terms of this Agreement.
- 6) Employees shall receive fifty dollars (\$50.00) each time that he or she is scheduled and available to work "on call", such payment shall be in addition to all other compensation received during that pay period. Provided however, if an employee does not work a Saturday and/or a Sunday during his or her "on call" week, the fifty dollars (\$50.00) referenced above shall instead be paid to the employee covering the Saturday and/or Sunday of the "on call" week.
- 7) The Employer reserves the right to call in or schedule as many employees as it deems necessary to respond to any emergency situation that may arise.

ARTICLE XIII

HOLIDAYS

Section 1. Holiday Schedule.

All employees shall receive their regular compensation for the following holidays or parts thereof and on any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator. The following days shall be designated and observed as paid holidays:

New Year's Eve
New Year's Day
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Good Friday

In the event an employee's approved vacation leave day falls on a holiday, he or she shall receive eight (8) hours of pay at his or her straight time hourly rate for the holiday in addition to his or her vacation pay. Employees working on a holiday shall, in addition to their regular straight time hourly rate of pay for the hours so worked, receive their holiday pay in addition thereto.

a) To be eligible for holiday pay, an employee must work or be on an approved leave all the hours he or she was scheduled to work the work day before the holiday and all the hours he or she was scheduled to work on the work day immediately following the holiday.

b) When a holiday falls on Saturday, time off shall be taken on the work day preceding that Saturday. When Christmas Eve Day and New Year's Eve Day fall on Friday, those days (Christmas Eve Day and New Year's Eve Day) will be celebrated on the preceding Thursday.

When a holiday falls on a Sunday, time off shall be taken on the work day following that Sunday except in the case of Christmas Eve Day and New Year's Eve Day falling on Sunday in which case those days (Christmas Eve Day and New Year's Eve Day) will be celebrated on the preceding Friday.

Section 2. Personal Days.

In addition to the above named holidays, each regular full-time employee shall receive two (2) personal leave days to be used at his or her discretion and with prior approval of the City Administrator or his or her designate. Provided however, the employee shall not be required to obtain the City Administrator's approval for use of a personal day for emergency reasons.

ARTICLE XIV

VACATIONS

Section 1.

Regular full-time employees who have completed one (1) full year of employment with the Employer since their last hiring date shall be entitled to a paid vacation as hereinafter set forth:

- a) When an employee completes twelve (12) consecutive months of service with the Employer since his or her last hiring date, he or she shall thereafter be entitled to one (1) week of paid vacation (forty (40) hours of pay).
- b) Employees who, as of the anniversary of their last hiring date, have completed two (2) but less than eight (8) years of continuous employment with the Employer shall be entitled to two (2) weeks of paid vacation (eighty (80) hours of pay).
- c) Employees who, as of the anniversary of their last hiring date, have completed eight (8) but less than fifteen (15) years of continuous employment with the Employer shall be entitled to three (3) weeks of paid vacation (one hundred twenty (120) hours of pay).
- d) Employees who, as of the anniversary of their last hiring date, have completed at least fifteen (15) years of continuous employment with the Employer shall be entitled to four (4) weeks of paid vacation (one hundred sixty (160) hours of pay). Employees shall be entitled to one (1) additional day of paid vacation for each year of continuous service after fifteen (15) years of continuous service to a maximum of five (5) weeks (two hundred (200) hours of pay).

Section 2.

Vacation paychecks shall be delivered to eligible employees on their last regular pay day prior to the start of the employee's vacation. Provided however, the employee must make a written request to the Employer for the vacation paycheck at least five (5) working days in advance of the regular City Council meeting preceding the start of his or her vacation.

- a) The Employer shall determine the number of employees who can be excused for vacation at any one time.
- b) Ten (10) days of unused vacation leave time may be carried over to the following year and no additional pay will be awarded in lieu of vacations, except with the written approval of the City Administrator.

Section 3.

If an employee who is otherwise eligible for vacation with pay is separated from employment with the Employer for any reason the employee shall be entitled to receive, along with his/her final paycheck, payment for all accrued and unused vacation time including vacation earned from January 1 until date of separation. In the case of an employee's death his/her estate will receive payment pursuant to the above.

ARTICLE XV

EMPLOYMENT CONDITIONS

Section 1.

No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration,

variation, waiver or modification is executed in writing between the parties and ratified by the Union.

Section 2.

The Employer shall have the right to install time clocks for the purpose of keeping accurate records for the time.

Section 3.

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XVI

PENSION, HEALTH, LIFE AND DENTAL/OPTICAL INSURANCES

Section 1. Health and Life Insurance.

The Employer agrees for the life of this Agreement to provide group health and life insurance benefits to the same extent as were being provided immediately prior to the execution of this Agreement with insurance carrier(s) authorized to do business in the State of Michigan. Employees who wish to continue the family continuation coverage (for dependents over 19 years of age) shall be responsible to pay the cost of this rider and the Employer shall be authorized to deduct such premiums from the employee's pay on a monthly basis.

Effective December 1, 1995 each employee shall contribute, through payroll deduction, one-half of any increase in premium for health insurance coverage only which exceeds a fifteen percent (15%) increase in the premium for such coverage from the previous year. If an employee contribution is required it shall be adjusted annually in December of each year based on the increase that occurred from the previous December. As an example; the employee contribution beginning in December 1995 shall be based on the change in premium from December 1994 to December 1995 and subject to the above limitations.

- a) When an employee is on a leave of absence due to job or non-job related illness or injury, the Employer shall pay the entire premium for the employee's health and life insurances for a period of six (6) months. After six (6) months, the employee shall be responsible for paying the entire premium for his or her health and life insurances but will be allowed to remain on the Employers group coverage as long as the employee makes timely payments to the Employer for this coverage.
- b) If an employee is on a leave of absence for reasons other than illness or injury, whether job or non-job related, the Employer will pay the next month's premium, following commencement of the leave, for his or her health and life insurances. After that time, the employee may remain on the Employer's group coverage but shall be responsible for paying the entire premium for these coverages and provided he or she makes timely payment to the Employer.
- c) The Employer shall provide a total of ten thousand (\$10,000) dollars life and accidental death insurance coverage.

Section 2. Pension.

Effective April 1, 1992 the Employer will upgrade the current pension plan the Michigan Municipal Employees Retirement System (MMERS) plan B-2. Upon the effective date of the pension change each employee shall contribute two percent (2%) of his or her gross wage toward the cost of the plan. The Employer agrees to pay all remaining costs of the plan.

The Employer shall provide, for all employees covered by this agreement, health care and life insurance coverage as provided for elsewhere in this Agreement until that employee reaches age sixty-five (65).

The Employer shall pay premiums for this coverage as follows:

- a) Employees who, at the time of their retirement, are at least fifty-five (55) years of age but less than sixty-two (62) years of age and who have at least twenty (20) years of service with the Employer; fifty per cent (50%) of the premium, not to exceed seventy-five dollars (\$75.00) per month.
- b) Employees who, at the time of their retirement, are at least sixty-two (62) years of age but less than sixty-five (65) years of age and who have at least twenty (20) years of service with the Employer; one hundred per cent (100%) of the premium, not to exceed one hundred and fifty dollars (\$150.00) per month.

Section 3. Dental/Optical Insurance.

The Employer shall provide, at its expense Blue Cross dental/optical insurance coverage for all employees covered by this Agreement. This coverage shall be substantially equal to the present Teamsters Eye and Dental Plan Group 201.

ARTICLE XVII
LAYOFF AND RECALL

Section 1.

In the event the Employer deems it necessary to reduce the number of bargaining unit employees the Employer shall provide the Union and all affected employees notice of such layoff at least two (2) weeks prior to the effective date of such layoff. Layoff shall be by the classification affected and by seniority provided the employee(s) remaining have the ability to perform the work of that classification.

Any employee laid off shall have the right to bump any less senior employee in any bargaining unit classification that is equal to lower than (rated by pay grade) the classification the employee then holds. Provided however, any employee who elects to bump must have the ability to perform the work in the classification and of the employee who they are bumping.

In recalling employees from layoff, said employees shall be recalled in the inverse order of their layoff. Effective upon ratification of this contract, employees who have been laid off eighteen (18) consecutive months or longer shall lose all seniority and shall no longer be considered employees of the Employer.

During the time bargaining unit employees are on layoff, and provided such bargaining unit employee(s) have not lost seniority as noted above, the Employer shall not employ part-time or seasonal employees unless; the laid off bargaining unit employee(s) are first offered the available part-time or seasonal position(s), at the rate of pay and benefits for such position(s), and the laid off employee(s) refuse the available position(s).

During the time bargaining unit employees are on layoff, and provided such bargaining unit employee(s) have not lost seniority as noted above, the Employer agrees

not to use non-bargaining unit employees to perform bargaining unit work. For purposes of this paragraph, bargaining unit work shall not include work that is normally performed by part-time or seasonal employees working in park/recreational facilities or the cemetery.

If a bargaining unit employee accepts a part-time or seasonal position in lieu of a layoff, such employee shall be considered on layoff status for purposes of this Agreement.

ARTICLE XVIII
MISCELLANEOUS

Section 1. Bulletin Board.

The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities, such notices shall contain nothing of a political or defamatory nature.

Section 2. Work Rules.

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations.

Section 3. Subcontracting.

The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis, and no bargaining unit employee will be laid off or displaced as a result of such subcontracting.

The Employer further agrees that it will not subcontract bargaining unit work when a bargaining unit employee is on lay-off for lack of work.

Section 4. Job Classifications.

If, during the life of this Agreement, a new job classification is created, the Employer shall establish a rate of pay and the requirements therefore and shall notify the Union of its decision. In the event the Union disagrees with the rate of pay set for said new job classification, it may file a grievance starting at the Second Step of the grievance procedure. If no grievance is filed within fifteen (15) days after notification, the rate of pay thus established shall become permanent.

Section 5. Equipment and Safety.

The Employer shall not require employees to operate any vehicle or piece of equipment that is not in a safe operating condition. If an employee believes a piece of equipment or a vehicle is not safe to operate he or she shall immediately report it to his or her supervisor. The Employer shall not require the employee to operate such vehicle or equipment until it has been made safe as determined by a qualified employee or other individual.

Section 6. Safety Committee.

The Employer agrees to form a safety committee consisting of one (1) bargaining unit employee and the City Administrator. The safety committee shall meet at least quarterly to discuss safety issues and concerns and to make recommendations regarding safety rules and practices. All rules concerning health and safety must first be reviewed by the safety committee before implementation. Such review, and/or recommendations, by the safety committee shall be advisory only and the Employer reserves the right to accept, modify, or reject any such recommendations.

Section 7. Confined Space Entry.

For the purpose of safety and for meeting the requirements of law related to "confined space entry", the Employer may use part-time employees, who shall not be subject to the terms of the collective bargaining agreement, to assist in the inspection of it's sewer lift stations, water pump stations and other related confined spaces.

Section 8. Uniforms.

By October 1 of each year the Employer shall have ordered new work uniforms for each employee. The Employer shall furnish a compliment of uniforms consisting of five (5) pairs of pants, five (5) shirts and either one (1) jacket or one (1) pair of coveralls. Provided however, the employee shall, at his or her option, be able to select whatever specification, number, or combination of items within the complement of uniforms as long as the total cost does not exceed the Employer's cost of providing the above complement of uniforms.

Section 9. Drug Free Work Place Policy.

It is agreed and understood that the Employer and the Union have bargained consistent with requirement of law regarding the Drug Free Work Place Policy which is attached hereto and made a part of this Agreement.

Section 10. Commercial Driver's Licenses.

The Employer shall pay all related costs, including physical examination and road tests if required, beyond the cost of the basic commercial license for any employee who is required to maintain a commercial driver's license as a condition of employment with the City of East Jordan.

Should any employee be unable to obtain or maintain a commercial driver's license, when such employee is required to have this license for the purpose of operating any or all of the Employer's vehicles or equipment, the Employer may:

Temporarily assign the employee to duties where such license is not required until such time as the employee obtains the required license, provided an opening exists as determined by the Employer, and the employee is qualified to perform the work in the temporary assignment. This temporary assignment shall not exceed ninety (90) days and the employee shall not suffer a loss of pay or benefits during this temporary assignment; or

The employee shall be granted a leave of absence up to a period of ninety (90) days for the purpose of obtaining such license. During this leave of absence, the employee will not lose benefits or seniority and may use earned and available vacation time for this leave, or may accept the leave without pay.

ARTICLE XIX

SPECIAL CONFERENCES

Section 1.

It is understood and agreed employees are to discuss departmental related matters with the City Administrator before bringing such matters to the attention of any group, organization, individual or public official. Therefore, special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Superintendent after written request therefore is made by either party subject to the following conditions:

- a) Such meeting shall be held not more frequently than once each calendar month unless the Union and the City Administrator agree to hold one at a lesser interval.
- b) Such meetings shall be attended by the Union grievance chairman and other members of the Employer and/or other designated representatives of the Employer.

- c) There must be at least seven (7) calendar days advance written notice of the desire to have such meeting unless a lesser amount of advance notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. Discussions at special conferences shall be limited to the items set forth in the agenda unless otherwise agreed upon by the parties.

ARTICLE XX

PERSONNEL FILES

An employee shall have the right, upon written request, to receive copies of all materials placed in his or her personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. The written record will be maintained as to what material has been furnished an employee and once a copy has been furnished, subsequent copies of the same material will be furnished the employee at his or her expense all in accordance with current State Statutes, Act 397, of the Public Acts of 1978 (Bullard Plawecki).

ARTICLE XXI

OUT OF CLASS WORK AND EMERGENCY ASSIGNMENTS

When an employee is assigned the duties of a higher classification for four (4) hours or more the employee shall receive the rate of pay for the higher classification for all hours worked in the higher classification.

It is mutually understood that in emergency situations, it may be immediately impractical to apply seniority to the assignment of personnel or to assign personnel with strict regard for classification. However, the Employer agrees to move (without undue delay) to call-in or otherwise assign the appropriate employee of the proper

classification in accordance with the provisions of this and the supplemental agreements. Emergency assignments shall be those necessitated by factors beyond the control of the Employer and which cannot be anticipated or planned for in the course of normal operations and require immediate action be taken.

It is understood and agreed that due to the nature of the Employer's operation, it is necessary that employees perform varied tasks and work assignments. Therefore, employees may be required to perform work in other classifications as the needs of the Employer dictate.

ARTICLE XXII
STEWARDS AND ALTERNATES

Section 1.

The Employer shall recognize the Union's Steward and alternate Steward who shall represent employees covered by this agreement for the purpose of processing and investigating grievances. Stewards will be granted the time necessary for this purpose without loss of pay. The Steward shall make arrangements with his or her supervisor prior to leaving his or her work site. The privilege of investigating and processing grievances without loss of pay shall not be abused. Stewards will also serve on all safety panels.

Section 2.

The Union shall furnish the Employer, in writing, a listing the Union's Steward and alternate Steward who shall be authorized to represent the Union in processing such grievances. The Union shall not be liable for any activities unless so authorized. The Union shall notify the Employer of any changes of these representatives during the term of this Agreement. This clause will not relieve the Union of liability if the President or Executive Board of the Union calls, leads or authorizes a strike.

ARTICLE XXIII
CLASSIFICATIONS

Section 1. Classification Titles.

The full time employee positions in the Public Works Department shall be made up of the following classifications:

Mechanic
Water Operator
Sewer Operator
Equipment Operator
Janitor

Section 2. Steps and Qualifications Within Classifications.

Each employee will be positioned in step I, II, III or IV of the above classification based on qualifications as follows:

Mechanic Step I (trainee)

To enter this classification at Step I the candidate shall be a high school graduate and shall have a demonstrated mechanical aptitude.

Mechanic Step II

To enter this classification at Step II the candidate shall be a high school graduate, shall have a demonstrated mechanical ability and two years minimum experience in all phases as a gasoline powered automotive mechanic. The candidate should be capable of:

1. Automotive Door & Window Repair
2. Automotive Brake repair, disk & drum
3. Basic automotive electronics analysis
4. Gasoline Engine Tune-up

Mechanic Step III

To enter this classification at Step III the candidate shall be a high school graduate, shall have a demonstrated mechanical ability and four years minimum experience in all phases as a gasoline powered automotive mechanic plus two

years as a diesel powered and heavy equipment mechanic. The candidate shall be capable of the following tasks in addition to those listed in Step II:

1. Carburetor rebuild & repair
2. Manual Transmission rebuild or repair
3. Diesel engine tune-up
4. Hydraulic & Fuel pump rebuild-repair

Mechanic Step IV

To enter this classification at Step IV the candidate shall be a high school graduate, shall have a demonstrated mechanical ability and six years minimum experience in all phases as a gasoline powered automotive mechanic plus four years minimum experience as a diesel and heavy equipment mechanic. The candidate shall be capable of the following tasks in addition to those listed in Step II and Step III:

1. Automatic transmission repair
2. Capable of rebuilding all aspects of a gasoline or diesel engine
3. Complex heavy equipment electrical analysis
4. Capable of trouble shooting all components of heavy duty equipment

Water Operator Step I (Trainee)

To enter this classification at Step I the candidate shall be a high school graduate and have a demonstrated scientific aptitude.

Water Operator Step II

To enter this classification at Step II. The candidate shall meet all the qualifications of Step I, plus shall have obtained State Department of Health Licenses S4 & D4.

Water Operator Step III

To enter this classification at Step III the candidate shall meet all the qualifications of Step I & II, plus shall have obtained State Department of Health licenses S3 & D3.

Water Operator Step IV

To enter this classification at Step IV the candidate shall meet all the qualification of Step 1, II, & III, plus shall have obtained State Department of Health licenses S2 & D2.

Wastewater Operator Step I (Trainee)

To enter this classification at Step 1, the candidate shall be a high school graduate and have a demonstrated scientific aptitude.

Wastewater Operator Step II

To enter this classification at Step II the candidate shall meet all the qualifications of Step 1, plus shall have obtained State Department of Health license L.

Wastewater Operator Step III

To enter this classification at Step III the candidate shall meet all the qualifications of Step II, plus shall have obtained State Department of Health license L & D.

Wastewater Operator Step IV

To enter this classification at Step IV the candidate shall meet all qualifications of Step III, plus shall have obtained State Department Health license L, D & C.

Equipment Operator Step I (trainee)

To enter this classification at Step I the candidate shall have a demonstrated aptitude for operation of motorized equipment, i.e. good reflex, good sense of balance, good hearing and eye sight, etc. The candidate shall have a valid automobile driver license with no points lost.

Equipment Operator Step II

To enter this classification at Step II the candidate shall meet all qualifications of Step I, plus shall be a proficient operator of single axle trucks, tandem axle trucks,

and a three yard end-loader. The candidate for this position shall possess the appropriate CDL license for trucks mentioned above.

Equipment Operator Step III

To enter this classification at Step III the candidate shall meet all qualifications of Step II, plus shall be a proficient operator of a small tractor mounted back hoe, and shall have some demonstrated skills on a dozer and a grader.

Equipment Operator Step IV

To enter this classification at Step IV the candidate shall meet all qualifications of Step III, plus shall be proficient on a dozer and on a grader.

Janitor, Step I (trainee)

To enter this classification the candidate shall be literate and have demonstrated good work habits.

Janitor, Step II

To enter this classification at this step the candidate shall have had one year experience in janitorial work and shall have demonstrated good skills and work habits.

Section 3. Advancement Within Classifications.

Only employees hired on or before April 1, 1993 shall be allowed to advance, at his or her discretion, to Step IV of the classification that he or she holds at the effective date of this Agreement. Employees hired after April 1, 1993, and employees who transfer to another classification other than the one he or she held at the effective date of this Agreement, shall only be allowed to advance, at his or her discretion, to Step III within the classification which he or she is hired or transfers into.

Except as provided above, the Employer reserves the right, at its sole discretion, to determine if and when an opening exists at Step IV within any classification. Should the Employer determine that an opening exists at Step IV within any classification, it

shall first offer the position to interested bargaining unit employees who presently meet the qualifications required under Step IV of that classification. If more than one employee is interested and qualified to fill the position, the most senior employee shall be given the position.

Section 4. Transfer Between Classifications.

The Employer reserves the right, in its sole discretion, to determine whether an opening, and at which step it is open, exists in any classification. Should the Employer determine that such an opening exists, it shall first offer the position to interested bargaining unit employees who presently meet the qualifications of the classification and the applicable step of the classification. If more than one employee is interested and qualified to fill the position, the most senior employee shall be given the position.

ARTICLE XXIV

TERM OF AGREEMENT

This Agreement shall remain in full force and effect until 12:00 p.m. on the 31st day of March, 1998, and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to the 31st day of March, 1998, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

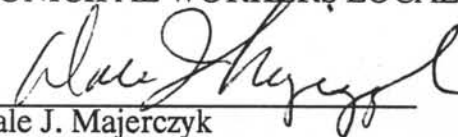
This Agreement is signed on behalf of the respective parties this 28th day of June, 1995.

CITY OF EAST JORDAN

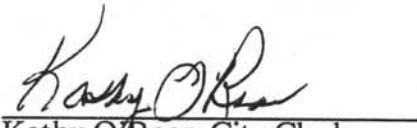
TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214



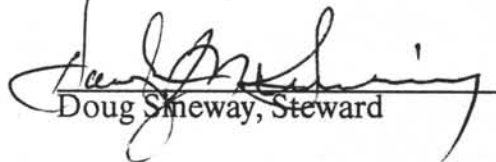
Russell Peck, Mayor



Dale J. Majerczyk
Business Representative



Kathy O'Rear, City Clerk



Doug Sweeney, Steward

DATED: 6-27-95

DATED: 6-28-95

APPENDIX "A"
WAGES AND LONGEVITY

Section 1. Wages.

April 1, 1995 the following wage schedule shall be effective:

<u>Classification</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Mechanic	8.03	9.24	10.63	12.22
Waste Water Operator	8.03	9.24	10.63	12.22
Water Operator	8.03	9.24	10.63	12.22
Equipment Operator	7.81	8.99	10.33	11.91
Janitor	6.45	7.54		

April 1, 1996 the following wage schedule shall be effective:

<u>Classification</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Mechanic	8.35	9.60	11.05	12.71
Waste Water Operator	8.35	9.60	11.05	12.71
Water Operator	8.35	9.60	11.05	12.71
Equipment Operator	8.12	9.35	10.74	12.38
Janitor	6.71	7.84		

April 1, 1997 the following wage schedule shall be effective:

<u>Classification</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Mechanic	8.68	9.99	11.50	13.22
Waste Water Operator	8.68	9.99	11.50	13.22
Water Operator	8.68	9.99	11.50	13.22
Equipment Operator	8.45	9.72	11.17	12.88
Janitor	6.97	8.16		

Section 2. Longevity.

For all employees hired on or before April 1, 1993, longevity shall be paid, by separate check, with the first full pay period in December of each year in a lump sum and in the following amounts:

Upon completion of three (3) years of service	\$ 175.00
Upon completion of five (5) years of service	350.00
Upon completion of eight (8) years of service	500.00
Upon completion of ten (10) years of service	750.00
Upon completion of eleven (11) years of service	800.00
Upon completion of twelve (12) years of service	850.00
Upon completion of thirteen (13) years of service	900.00
Upon completion of fourteen (14) years of service	950.00
Upon completion of fifteen (15) years of service	1,000.00

For all employees hired after April 1, 1993, longevity shall be paid, by separate check, with the first full pay period in December of each year in a lump sum and in the following amounts:

Upon completion of ten (10) years of service	\$ 750.00
Upon completion of eleven (11) years of service	800.00
Upon completion of twelve (12) years of service	850.00
Upon completion of thirteen (13) years of service	900.00
Upon completion of fourteen (14) years of service	950.00
Upon completion of fifteen (15) years of service	1,000.00

LETTER OF UNDERSTANDING

Between

City of East Jordan - DPW Employees

And

Teamsters State, County and Municipal Workers Local 214

RE: ACCRUAL AND USE OF VACATION

IT IS AGREED AND UNDERSTOOD between the parties that effective January 1, 1996 the accrual and allotment of vacation shall be based upon the calendar year. The parties agree that during 1995 transition to the calendar year basis shall be as follows:


Employee	Vacation Due 1995 Anniversary Date	Vacation Due January 1, 1996
Larry Chew	160 hours	128 hours
Sheldon Crouch	200 hours	56 hours
Carl Gee	80 hours	24 hours
Ray Nemecek	120 hours	4 hours
Joanne Rebec	176 hours	116 hours
Doug Sineway	80 hours	48 hours
Sanford Sweet	120 hours	56 hours


IT IS ALSO AGREED AND UNDERSTOOD that effective January 1 of each year thereafter employees shall be entitled to an amount of vacation based upon complete years of service (from date of hire), plus one (1) year, on January 1 and upon the schedule set forth in Section 1, Article XIV of the Agreement. New hires shall receive a prorata amount of vacation the first January 1 following their date of hire but shall not be eligible to use this first allocation of vacation until they have completed one (1) full year of service with the Employer; and


IT IS FINALLY AGREED AND UNDERSTOOD that this letter of understanding is limited in scope to the terms and conditions recited herein and all other terms and conditions of the collective bargaining agreement remain in effect and as written.


CITY OF EAST JORDAN

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214


Russell Peck, Mayor


Dale J. Majerczyk
Business Representative


Kathy O'Rear, City Clerk


Doug Sineway, Steward

Dated: 6-27-95

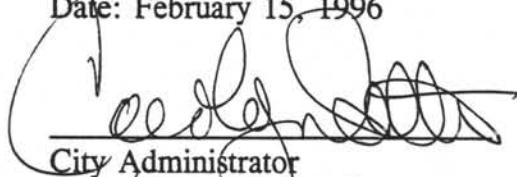
Dated: 6-28-95

AMMENDMENT TO AGREEMENT

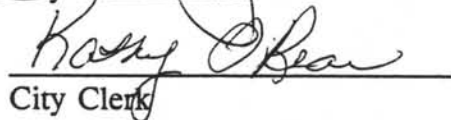
This is an agreement that amends the contract agreement between the City of East Jordan and the DPW Crew dated April 1995 and is limited to the two following items:

1. The parties mutually agree to a 1/2 hour lunch break unless otherwise permitted by the foreman, or in his absence, the Administrator.
2. Snow removal call-outs that begin between 4 to 7 a.m. in a normal 8 hour work day will be paid at straight time. This ammendment applies only to 3.c).

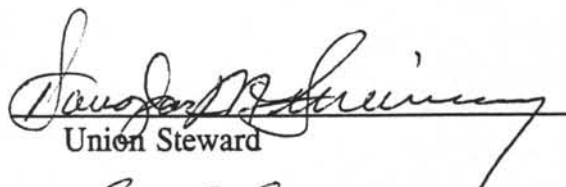
Date: February 15, 1996



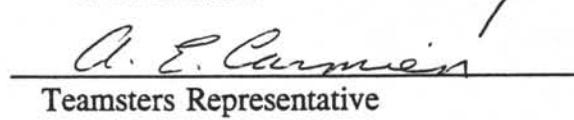
City Administrator



City Clerk



Union Steward



Teamsters Representative

February 1, 1996

To: Doug Sineway, DPW Water Operator

Fr: Carolyn Sutter, City Administrator

Re: Letter of Understanding dated January 25, 1994 related to your licenses

The Letter of Understanding (LOU) of 1-25-94 requires that you get two licenses by January 25, 1996 or be reduced in pay by \$.70 per hour and that your pay then be "red-circled." I have read the DPW work agreement, consulted the City Attorney and the City Treasurer and arrive at the conclusions that follow:

1. Your pay must be reduced by \$.70 per hour as of January 26th, 1996.
2. You must be reclassified to Water Operator Step III and your pay will be frozen at that rate until the pay scale for Water Operator Step III catches up to you, or you get your S2 license and can be classified as Step IV.

Please let me know if you have any questions.

Carolyn Sutter
City Administrator

pc: Treasurer
Sineway personnel file

00110

CHANGE
AUTHORIZATION FOR WAGE INCREASE

FC
2-6-96

EMPLOYEE NAME: Doug Sineway, Sr.

DEPARTMENT: D.P.W.

WAGE ~~INCREASE~~ ^{DECREASE}: From \$ 12.22 To \$ \$11.52* SEE ATTACHED LETTER

EFFECTIVE DATE OF WAGE ~~INCREASE~~ ^{DECREASE} 1/26/96

Bill Buckley
Varden [Signature]
DEPARTMENT HEAD SIGNATURE

2-1-96
DATE SIGNED