

1300

6/30/92

A G R E E M E N T

between

CITY OF FRASER

and

D. P. W. Employees
TEAMSTERS LOCAL 214

July 1, 1989 to June 30, 1992

Fraser, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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PREAMBLE

This Agreement entered into on the 1st day of July, 1989, is between the City of Fraser, County of Macomb, State of Michigan, (hereinafter referred to as the "City"), and the Teamsters State, County and Municipal Workers Local 214 (hereinafter referred to as the "Union"), and will extend to June 30, 1992.

WITNESSETH

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

It is hereby mutually agreed as follows:

ARTICLE I
RECOGNITION

1.1: Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the bargaining unit described below:

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

1.2:

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

ARTICLE II
UNION SECURITY

2.1: Requirements of Union Membership

(a) Employees covered by this agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, and reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union for the duration of this Agreement at the end of their probationary period.

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

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

(f) All bargaining unit work shall be performed only by the bargaining unit employees - except part-time or temporary hired.

2.2: Union Dues and Initiation Fees

(a) Payment by check-off: Employees shall tender the initiation fees and monthly membership dues by signing the "Authorization for Check-off of Dues" form.

CHECK-OFF FORM: During the life of this Agreement and in accordance with the terms of the form of "Authorization for Check-Off of Dues" hereinafter set forth, the City agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-off of Dues" form.

(b) When deductions begin: Check-off deductions under all properly executed "Authorization for Check-off of Dues" form shall become effective at the time the application is signed by the employees and shall be deducted from the first pay of the month and each month thereafter.

(c) Remittance of dues to the financial secretary of Teamsters Local 214: Deductions for any calendar month shall be remitted to the financial secretary of Local Union 214 with a list for whom dues have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.

(d) Termination for check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the City of the names of such employees following the end of each month in which the termination took place.

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

ARTICLE III
EFFECT OF AGREEMENT

3.1:

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

3.2:

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

3.3:

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

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

ARTICLE IV (a)
MANAGEMENT RIGHTS

4.1:

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

4.2:

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

4.3:

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

(a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operations;

(b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

(c) to determine the number, location, and type of facilities and installations;

(d) to determine the size of the work force and increase or decrease its size pursuant to the contract;

(e) to direct the work force, assign work and determine the number of employees assigned to operations in a reasonable manner;

(f) to establish work schedules;

(g) to discipline and discharge employees for just cause;

(h) to hire, assign and layoff employees;

(i) to adopt, revise and enforce working rules and carry out cost and general improvement program(s).

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

4.4: Notice of Discharge

In the case of any discharge, a notice in writing shall be provided to the employee by the City.

ARTICLE IV (b) GUARANTEES OF RIGHTS

4.5:

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

4.6:

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

4.7:

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

ARTICLE V
REPRESENTATION

5.1:

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

5.2:

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

5.3:

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

5.4:

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

5.5:

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

5.6:

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

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

5.7:

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

5.8:

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

ARTICLE VI
GRIEVANCE PROCEDURE

6.1:

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

6.2:

The time limits specified hereinafter for movement of a grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a

grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the City's last answer. In the event that the Union fails to appeal a grievance or grievance answer within the particular specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the City's last answer. In the event that the City shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the City's grace period for answering.

6.3:

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

6.4:

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

6.5:

Any Bargaining Unit employee having a grievance as hereinabove defined may process the complaint in the following manner:

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

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

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

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

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

Step 3. In the event the grievance is not satisfactorily settled at Step 2, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the rules of the Federal Mediation and Conciliation Service which shall act as administrator of the proceedings and with each side paying an equal share of the cost involved, or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within forty-five (45) days of the notice to the Employer of submission to the Grievance Panel. Should the

Grievance Panel recommend that the matter be submitted to arbitration, then the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth above. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

6.6:

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

ARTICLE VII
SENIORITY

7.1: Date of Seniority: Seniority Lists

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

7.2: Application of Seniority

Seniority shall be applied as hereinafter provided: first, within classifications; then, occupational groups and; finally, district-wide.

7.3: Probationary Periods

New employees hired into the unit from the outside shall be probationary for the first six (6) months of their employment after which they shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from the date of hire. They shall not be represented by the Union for any purposes except those economic purposes that probationary employees are entitled to pursuant to the Collective Bargaining Agreement and existing law.

7.4: Loss of Seniority

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

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

7.5: Protected Seniority

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

7.6: Layoffs

Reductions in the work force shall be effected through the following procedures:

- (a) Temporary and seasonal employees shall be laid off first; then CETA employees and probationary employees in affected classifications(s) shall be laid off.
- (b) The necessary number of least senior employees shall be removed from the affected classification.
- (c) Any least senior employee so removed shall be able to exercise seniority rights to bump:
 - (1) Into any classification on a City-wide basis in which he is qualified either because said classification is in a direct line beneath the classification, or
 - (2) Because said employee had previously satisfactorily held a job in said other classification, or
 - (3) To any other job to which his seniority entitles him where he can satisfactorily meet the standards and perform the duties of the job without a trial period.

- (d) An employee who has bumping rights as set forth in (c) above, shall have the right either to exercise the bump or to accept layoff until recalled.
- (e) The least senior employees who remain unplaced after the reduction in the required classification and bumping is completed shall be laid off.

7.7: Recall

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

7.8: Filling Vacancies

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

7.9: Selection of Successful Bidders and Trial Period

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

7.10: Sequence of Posting Vacancies

When a successful bidder is moved to the other job, determination of the resulting vacancy shall be dependent upon

whether or not the moved bidder satisfactorily completes his trial period and becomes regularly assigned to the other job. During said period, the vacated job may be filled by substitutes for no more than five (5) days after which the normal process of transfers or assignments will apply.

7.11: Temporary Classification Assignments

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

7.12: Subcontracting

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

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

7.13: Temporary Employees

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

ARTICLE VIII OVERTIME PAY AND PREMIUM PAY

8.1:

The normal work week shall be Monday through Friday:
8:00 a.m. - 4:30 p.m. October 1st through April 1st
7:00 a.m. - 3:30 p.m. April 1st through October 1st

8.2:

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

8.3:

In occurrence of overtime, an employee will receive a fifteen (15) minutes paid break after the first two (2) hours of work; and after the completion of four (4) hours, he shall be entitled to a paid mealtime of 30 minutes. After six (6) hours of continuous overtime, he shall be entitled to another fifteen (15) minutes paid break and every two (2) hours hereafter. After twelve (12) hours of continuous overtime, he should be entitled to another paid mealtime of 30 minutes.

8.4:

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

"Employees called in six (6) hours prior to the start of their regularly scheduled shift when the preceding day is a regularly scheduled work day may be excused to go home when necessary, with the approval of the Director of Public Works and shall be entitled to one hundred percent (100%) of their regular hourly rate of pay for that day for the hours absent. The Director's decision shall not be arbitrary, punitive or capricious.

Employees called in eight (8) hours prior to the start of their regularly scheduled Monday shift may be excused to go home when necessary, with the approval of the Director of Public Works after four (4) hours of the regular shift and shall be entitled to one hundred percent (100%) of their regular hourly rate of pay for the four (4) hours absent. The Director's decision shall not be arbitrary, punitive or capricious."

8.5:

Any employee who works 16 or more hours within a 24 hour period will be released for an eight (8) hour period before he is required to report to work his next regular daily work period.

If such an eight (8) hour period extends into his regular daily work period, he shall suffer no loss of his straight time pay, sick, or personal days. If, in the judgement of the Employer, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of such eight hour period, such employee may be excused from work for the remainder of this regular work period without loss of his straight time pay.

8.6:

Double time will be paid for all hours worked on Sunday or a Holiday as spelled out in the contract, or after eight (8) hours on a Saturday, and after sixteen (16) consecutive hours.

The premium pay for hours worked on holidays shall be in addition to holiday pay. (Twenty-four (24) hour period shall be from starting time to starting time).

8.7:

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

8.8:

Overtime and extra hours will be divided as equally as possible among the employees working in the unit, low hour employee to have first call and a refusal or absences shall be considered the same as worked. Employees transferred into or rehired or new hires shall be posted for overtime or extra hours division on one (1) hour over the highest hour employee.

8.9:

An overtime and extra hour list shall be kept up to date in all buildings or units.

8.10:

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

8.11:

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

8.12:

Any employee reporting and working under such conditions above shall be given a compensatory day off within that pay period.

8.13:

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

8.14:

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

8.15: Computation of Back Wages

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

ARTICLE IX
PHYSICAL EXAMINATION

9.1:

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

9.2: Challenge of Examination Report

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

- (a) The City may elect to require the affected employee to be examined by a physician chosen by the City.

- (b) If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.
- (c) In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall by-pass the grievance procedure and, instead, the affected employee shall be examined at the equally shared cost of the City and the Union by an appropriate specialist in the area of controversy at the Ford Hospital or the University of Michigan Hospital at Ann Arbor for final determination in the matter which shall be binding on the parties. A request for an appropriate specialist in the area of controversy must be made in writing by the Union within ten (10) days of the exchange of conflicting physician reports.

ARTICLE X
MISCELLANEOUS

10.1:

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

10.2: Use of City Facilities

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

10.3

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

10.4

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

ARTICLE XI
HOLIDAYS

11.1: Recognized Paid Holidays

The following shall be recognized as paid holidays for employees:

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

11.2:

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

11.3:

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

11.4: Holiday Observed During Vacation

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

ARTICLE XII
VACATIONS

12.1:

Each full-time employee shall receive credit for paid vacation time in accordance with the following schedule:

**Vacations

1 year -	11 Days	15 years -	24 Days
2 years -	16 Days	20 years -	26 Days
5 years -	19 Days	25 years -	29 Days
10 years -	22 Days	**30 Day -	Maximum

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

12.2:

Vacations shall be taken in weekly periods; except, if the employee wishes, the vacation may be split to a three (3) day or two (2) day limit.

12.3: Pay Periods

Each employee shall be paid weekly with overtime included.

12.4: Pay Advance for Vacations

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

12.5: Vacation Pay Upon Lay Off, Retirement or Discharge

Any employee who is laid-off, retires, discharged or resigns shall be paid within fourteen (14) work days thereafter, all unused vacation days including their days accrued at the then current calendar year, up to a maximum of 300 hours.

ARTICLE XIII
GENERAL PROVISIONS

13.1: Substitute Employees

Any person employed on a daily basis to perform the work of an absent full-time employee shall be considered a substitute

employee and not entitled to any benefits under this Agreement. They shall be paid in accordance with the rates for such employment, not less than existing minimum wage.

13.2:

(a) Seasonal and substitute employees shall not achieve seniority status for the time worked in such capacity except preference the following year.

(b) The Union shall be considered the collective bargaining representative of all full-time employees as hereinbefore provided, but not of seasonal and substitute employees.

(c) A seasonal or substitute employee may be given credit for time worked for the purpose of seniority as a full-time employee.

13.3:

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

13.4:

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

13.5: Open Personnel File

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

(a) Non-confidential material shall not be placed in any employee's personnel file unless or until such employment has been given an opportunity to read such material. The employee shall affix his signature to the actual copy of the material to be filed but such signature shall be construed only as an acknowledgement that he has read the material and not that he necessarily agrees with its content.

(b) Each employee may submit his written and signed answer to any such material and the answer shall be included in his personal file.

(c) Each employee may examine the non-confidential content of his personnel file at any reasonable time and place and he may copy or otherwise reproduce any portion or the whole of such non-confidential material.

(d) Confidential materials in an employee's personnel file and his employment application shall not be used in any matter or proceeding concerning such employee subsequent to his employment except where such material is determined to be false or fraudulent.

13.6: Employee's Training

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

ARTICLE XIV VETERAN'S PREFERENCE

14.1:

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

14.2: Educational Leave of Absence for Veterans

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency.

ARTICLE XV
INSURANCE BENEFITS

15.1:

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

15.2: Life Insurance

The employer shall provide and the employee shall accept the following amounts of Group Life Insurance and Accidental Death and Dismemberment ("AD&D").

Following thirty (30) calendar days of employment, all employees covered under this Agreement will be provided with Twenty-Five Thousand Dollars (\$25,000) of Life Insurance plus a like amount of AD&D. This benefit will become effective the first of the month following the thirty day period. All provisions of the Insurance Company in force at time of claim will determine how benefits are handled. The employer will endeavor to maintain a competitive benefit plan at an affordable cost; to that end, the employer has the right to determine the carrier for this benefit. Each employee will be provided a Life and AD&D Certificate within a reasonable time following eligibility. Beneficiary changes are the full responsibility of the employee. The employer will provide assistance and forms needed for claims or beneficiary changes.

15.3:

a) Hospitalization, Medical, Surgical, Dental & Vision Care Ins.

Under this Agreement, the Employer will provide a Hospitalization, Medical, Surgical, Dental and Vision care plan for all employees covered under this Agreement including the employee's immediate family (dependent children to be covered to age 25 if deducted on most recent IRS tax year as dependent). These benefits will become effective the first of the month following thirty (30) calendar days of employment under this Agreement.

b) Minimum Benefits:

365 Days of semi-private hospitalization in approved hospital.

Full hospital extras.

Full surgical (on a reasonable and customary basis).

Full medical, while hospitalized (on a reasonable and customary basis).

OB/Maternity treated same as any other condition for employee or spouse.

c) Major Medical (MM)

Following the use of the basic benefits, the employee will have at their disposal, a Major Medical (MM) plan to provide benefits as follows:

After a deductible of \$100 per person (\$200 for a family), the MM plan will pay eighty percent (80%) of the next Two Thousand Dollars (\$2,000) of covered benefits, then one hundred percent (100%) of all other benefits up to One Million Dollars (\$1,000,000). Actual benefits will be governed by the Insurance Contract in effect at the time of an employee's claim. The benefits of this Agreement may exceed those included herein and determination of the Insurance Carrier is the full responsibility of the employer. The employer reserves the right to choose the carrier of these benefits.

d) Prescription Drugs:

Prescription drugs will be covered and is part of the MM benefit plan. Full explanation of benefits will be provided each employee by the employer's Insurance Company and benefit determination is between the carrier and the employee. The employer will provide assistance as needed to the carrier in claim determination and processing.

15.4: Long-Term Disability Insurance

The employer shall provide, through an Insurance Plan, a Long-Term Disability program that will be a minimum benefit plan as follows:

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

Sixty percent (60%) of current earnings, less any benefits provided under (not to exceed Two Thousand Dollars (\$2,000) per month)

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

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

15.5: Vision Care

Under this Agreement, the Employer will provide a vision care plan for all employees and their dependents covered under this Agreement (dependent children to be covered to age 25 if deducted on most recent IRS tax year as dependent). This benefit will become effective the first of the month following thirty (30) calendar days of employment under this Agreement.

ARTICLE XVI WORK UNIFORMS

16.1:

Four (4) sets of Summer and four (4) sets of Winter uniforms shall be furnished by the City and maintained in good condition to be worn at all times when on duty; clothing allowance in the amount of Three Hundred Dollars (\$300.00) payable October 1; and 12 pairs of work gloves per year.

16.2:

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

ARTICLE XVII
PHYSICAL EXAMINATION REQUIRED BY CITY

17.1:

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

17.2:

The City shall bear the cost of an annual physical for each employee. Such physical shall be given on the anniversary date of hire, or when requested by the City. The cost of the physical cannot exceed \$75.00 per year or \$150 every two years. This agreement to begin effective July 1, 1987.

ARTICLE XVIII
RETIREMENT

18.1:

EACH EMPLOYEE WHO SHALL RETIRE AT THE AGE OF 55 WITH 25 YEARS OF SERVICE OR 65 WITH 10 YEARS OF SERVICE (OPTIONAL WITH EMPLOYEE); provided that an employee shall be allowed to work a sufficient period to entitle him to receive his full vacation for the calendar year in which his retirement is to take place. The City shall, after this type of retirement, pay for hospitalization, medical, and surgical insurance, dental and vision care insurance, plus prescription drug coverage for the employee and spouse. Life Insurance will be provided for each retiree in the amount of Five-Thousand Dollars (\$5,000).

18.2:

The City shall provide a retirement plan under the money purchase plan and deferred compensation with the City contributing seven percent (7%). The employee may contribute to the deferred compensation plan or any other plan available to members of this bargaining unit.

18.3:

For employees leaving the service of the City prior to vesting, the charges for administration for the deferred

compensation portion of the pension shall be paid from the money purchase plan of the City and refunded to the employee. This refund will only be for the charges on the first seven percent (7%) of annual salary of the employee contributed into the deferred compensation plan, and the charges on any excess percentage shall be paid by the employee, and all charges only shall be determined at termination of employment of an individual prior to vesting. The vesting period shall be reduced from seven and one-half (7 1/2) years to six (6) years.

18.4: CONSIDERATION OF LUMP SUM CONSIDERATION

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

ARTICLE XIX
LONGEVITY AND SEVERANCE PAY

19.1:

Purpose is to maintain a stable and experienced work force.

91.2:

Longevity pay in the amount of:

- 2% after 5 years of Service
- 4% after 10 years of Service
- 6% after 15 years of Service
- 8% after 20 years of Service

**1,100.00 Cap - If other any bargaining unit with the City of Fraser receives a higher cap, then the higher cap will be passed on to this bargaining unit. This excludes awards won by a bargaining unit in Act 312 arbitration.

19.3:

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

ARTICLE XX
LEAVE OF ABSENCES, SICK AND EMERGENCY LEAVE AND OTHER LEAVES

20.1: Permissive Leave of Absence

The City may grant a leave of absence to any employee for a

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

20.2: Leave for Union Office

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

20.3:

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

20.4: Short-Term Disability

The employer shall provide a Short-Term Disability program that will be a benefit plan as follows:

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

1. Seventy-five percent (75%) of current base earnings at time of disability, from all sources, until implementation of Long-Term Disability Insurance, pursuant to Article XV Section 4 of this Agreement.
2. No further granting or accumulation of specific sick days will occur.
3. The Employer will "buy" existing sick leave banks under mutually-accepted terms as follows:
 - a. Sick leave banks "frozen" as of 6/30/82.
 - b. Sick leave banks purchased at 7/1/82 rate and paid out at the rate of sixty percent (60%) over a period of five (5) years with a One Thousand Dollar (\$1,000.00) maximum per year.

- c. Employer has option to either receive pay under terms of sub-section (b) or to utilize sick leave bank pursuant to Section 6 of this Article.
- d. For employees who opt to continue a sick leave bank without the initial cash-out, on July 1 of each year, these employees shall be given the opportunity to cash-out the balance of their sick leave bank at the 7/1/82 rate.
4. The Employer may not require proof of illness until after the third day unless (s)he suspects an abuse of these days. The Employer's right to require proof of illness shall not be requested in an arbitrary, unreasonable or punitive manner.
5. Waiver of prior vacation scheduling and personal leave day scheduling for family illness.
6. Employee may opt to use any other vacation or personal leave on a pro-rata basis as a supplement to 100% of current gross pay at base rate.
7. After the employee has been off the job for ninety (90) days (STD) on an off the job injury, all benefits will terminate except for LTD benefits and the applicable provisions of COBRA. Upon the employee's return, these benefits will be pro-rated (see explanatory letter).
8. For employees off the job on worker's compensation status, after 90 days no accumulation of vacation days or pay, no uniforms or uniform pay except on pro-rated basis from October through March will be paid, nor will longevity pay be paid except on a pro-rated basis (monthly). (see explanatory letter).

20.5: Funeral Leave

Each full time employee shall be entitled to leave with pay in the following cases without charged to his sick or emergency leave.

1. Death in the immediate family of the employee and/or his spouse for a period not exceeding three (3) working days. Immediate family shall mean mother, father, brothers, sisters, child, wife, husband, grandparent, grandchild, mother-in-law, father-in-law, step-mother and step-father.
2. Death of other relatives or member of the household for a period of not exceeding one (1) day.

3. **Out-of-State:** In accordance with Section 1 above, deaths in the immediate family requiring attendance at the funeral in excess of a 250 mile radius requiring an overnight stay, each full time employee shall be entitled to a funeral leave with pay for a period not exceeding four (4) days. Proof of same may be requested by the City. An extension of days over a weekend will not be permitted.

20.6:

a) Duty-Incurred Disability

All employees injured or incapacitated in the discharge or performance of their duty shall receive such pay for injuries as provided under Michigan's Workers Compensation Law.

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

20.7: Jury and Court Leave

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

20.8: Personal Leave Days

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

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

20.9: Smoking Bonus

There shall be no smoking in any public building in the city because of new law. Employees who totally refrain from smoking while on the payroll during working hours - including overtime - shall receive a bonus of \$200 after taxes each July 1st for the past 12 months fiscal year of non-smoking. July 1, 1987 shall only involve 6 months (1-1-87 to 6-30-87) and bonus shall be \$100 for that period only. Any employee smoking on ANY occasion defined above shall not receive the bonus.

20.10: Sick Day-Bonus

Any employee taking 3 sick days or less in any given fiscal year beginning 7-1-87 shall receive a bonus of \$300 after taxes payable July 1st of the following fiscal year.

ARTICLE XXI DEFINITIONS

- (a) "City" shall mean the City of Fraser.
- (b) "Union" shall mean Teamsters State, County and Municipal Workers, Local 214.
- (c) "Employees" shall mean any member of the bargaining unit as hereinafter defined.
- (d) "Steward" shall mean representative of the Union or his alternate for the purposes and provided hereinafter in this Agreement.

- (e) "Administrator" shall mean any employee of the City who is not a member of the bargaining unit as defined hereinafter who holds a supervisory or administrative position.
- (f) "Supervisor" shall mean the D.P.W. Director.
- (g) "Discharge" shall mean the involuntary termination of employment of any employee by the City.
- (h) "Discipline" shall mean any punitive action on behalf of the City against any employee which results in loss of pay or time.
- (i) "Notice of Discharge or Discipline". If the employee or the Steward reasonably believes the action taken to be unwarranted in the particular case, an appeal may be made of such action through the grievance procedure. At the option of the employee or the Steward, with the employee's consent, the appeal may be filed at the step of the grievance procedure handled by the City Manager.
- (j) In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural, and whenever the masculine gender is used it shall include the feminine gender.

ARTICLE XXII
SUPPLEMENTAL AGREEMENTS

22.1:

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

ARTICLE XXIII
SPECIAL CONFERENCES

23.1:

Special Conferences for important matters will be arranged between the Business Representative of Local 214 and the Employer of its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be

confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a Business Representative of Local 214 and their Stewards.

ARTICLE XXIV
MILEAGE

24.1:

Employees required to use their own transportation in performing their job shall be paid twenty-three and one-half (23.5) cents per mile after reporting to work. The mileage will be paid if prior authorization of the immediate supervisor has been obtained.

ARTICLE XXV
DURATION OF AGREEMENT AND SEVERABILITY

25.1: Duration of Agreement

This Agreement shall be effective as of July 1, 1989, for a term of three (3) years. The Agreement may be reopened for negotiations at the option of either party sixty (60) days prior to July 1, 1992. The City requests the reopening be the last week in March, if possible, for budget reasons. During negotiations, the contract shall be extended day by day, by mutual agreement, until a new agreement is reached.

ARTICLE XXVI
MAILING ADDRESS FOR NOTICES

26.1:

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

Teamsters Local 214
2825 Trumbull Avenue
Detroit, Michigan 48216
Telephone: 962-7729

ARTICLE XXVII
RATES FOR NEW JOB

27.1:

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

ARTICLE XXVIII
WORK RULES

28.1:

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

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

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

ARTICLE XXIX
RATES OF PAY

29.1:

The following salary schedule shall be in effect from July 1, 1989 to June 30, 1992.

	Rate of Pay/Hour		
	7-1-89	7-1-90	7-1-91
Laborer:			
Start	12.487	12.987	13.537
3 Months	12.787	13.287	13.837
6 Months	13.087	13.587	14.137
One Year	13.387	13.887	14.437
Water Person I	13.603	14.103	14.653
Water Person II	13.862	14.362	14.912
Operator	13.786	14.286	14.836
Mechanic	13.786	14.286	14.836
Chief Mechanic	14.536	15.036	15.586
Inspector	14.091	14.591	15.141
Chief Inspector	14.341	14.841	15.391

ARTICLE XXXI
RESIDENCY

31.1:

Any employee working for the City of Fraser D.P.W> shall live within the boundaries of Macomb County.

FOR: CITY OF FRASER

FOR: TEAMSTERS LOCAL 214

JEFFREY A. BREMER
City Manager

LES BARRETT
Business Representative

FRANK RUBINO
Director

BERNARD J. VAN FLETEREN
Chief Steward

DENNIS M. CASEY
Steward

DATED: _____

LETTER OF UNDERSTANDING

CITY OF FRASER

and

TEAMSTERS LOCAL 214

(D.P.W. UNIT)

RE: SEXUAL HARASSMENT

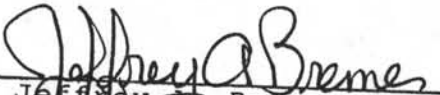
The parties agree that sexual harassment is, in no way, condoned in this employment environment. To this end, all necessary steps will be taken to investigate, expose, and correct any occurrences of sexual harassment toward any member of the bargaining unit.

If a member feels that they have been the recipient of sexual harassment, they should immediately notify their Steward and a grievance may be filed commencing at Step 2 of the grievance procedure.

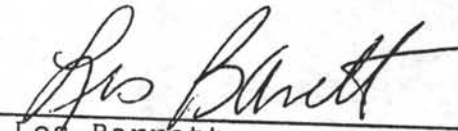
CITY OF FRASER:

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:

By:


Jeffrey A. Bremer
City Manager

By:


Les Barrett
Business Representative

LETTER OF UNDERSTANDING

CITY OF FRASER

and

TEAMSTERS LOCAL 214
(D.P.W. UNIT)

RE: PART-TIME EMPLOYEES

As a result of negotiations between the City of Fraser and the Teamsters/D.P.W. Unit, the following statement is made regarding the work of part-time employees:

No part-time employee will be utilized in such a fashion so as to deprive a full-time employee of overtime opportunities.

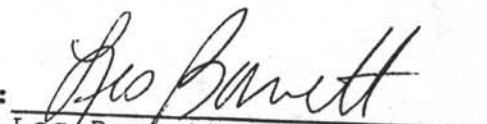
CITY OF FRASER:

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214:

By:


Jeffrey A. Bremer
City Manager

By:


Les Barrett
Business Representative