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C/P 125/94 approved

6/30/96

AGREEMENT

THIS AGREEMENT entered into on this 25 day of July, 1994,  
between the City of Gibraltar, hereinafter referred to as the Employer, and  
Teamsters Local 214, hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and  
conditions of employment, and to promote orderly and peaceful labor  
relations for the mutual interest of the Employer and the Employee.

The parties recognize that the interest of the community and the job  
security of the employees depend upon the Employer's success in establishing  
a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest  
degree, friendly and cooperative relations between the respective  
representatives at all levels and among all employees.

Gibraltar, City of

ARTICLE I

RECOGNITION

Section 1. The Employer recognizes and acknowledges that the Union is  
the exclusive representative in collective bargaining with the Employer of  
those classifications of employees covered by this Agreement.

Section 2. Membership in the Union is not compulsory. Regular  
employees, including CETA 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.

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

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a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, including CETA employees, 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.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along the grant of equal benefit contained in this Agreement, including dues and initiation fee.

b) In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit, including CETA employees shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, 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 present regular employees, including CETA employees, such payment shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, including CETA employees, the payment shall start thirty-one (31) days following the date of employment.

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

ARTICLE II

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, including CETA employees, all dues and/or initiation fees of Local 214, 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 and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission to the Union of dues and initiation fees.

ARTICLE III

REPRESENTATION

In each unit or division, employees shall be represented by a Steward who shall be a regular seniority employee of this division.

In Unit A, there shall be one (1) Steward.

The Steward, during working hours, without loss of time or pay may investigate and present grievances to the Employer. An alternate Steward shall be appointed in the absence of the regular Steward. "The procedure shall not be abused."

ARTICLE IV

DISCHARGE

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his Steward will be notified in writing that the employee has been suspended and is subject to discharge. The Public Works employees shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with the procedure through the Arbitration Step if deemed necessary by either party. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance shall be defined as a claim or complaint by a bargaining unit member or group of bargaining unit members or the union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or any rule, order, policy, or regulation of the Employer. All grievances shall be processed in the manner hereinafter provided:

Step 1: Any bargaining unit member, group of bargaining unit members, or the union having a grievance shall within three (3) working days from the date said grievance occurred or the date they become aware, but not later than six (6) months from the occurrence have an informal discussion with

his/their immediate supervisor and his/their steward. The supervisor shall attempt to adjust the matter and shall respond in writing to the Steward or employee within five (5) working days. However, failure to respond in a timely fashion shall authorize the employee to take the grievance to the next step of the grievance procedure.

Step 2: If the grievance has not been settled, it shall be presented in writing on the grievance form provided by the Union, by the Steward to the department head if applicable, or at Step 3 within five (5) working days after the supervisor's response is due. The department head shall respond to the Steward in writing within five (5) working days.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Steward to the City Administrator in writing within five (5) working days after the response of the department head is due. The City Administrator shall respond in writing to the Steward, with a copy of the response to the department head.

In the event the grievance is not satisfactorily settled at Step 3, the Union shall have ten (10) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below, 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 sixty (60) 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, 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 below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

Section 2: All matters submitted to arbitration shall be submitted to the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their respective rules and regulations then obtaining, but, within the time limitations specified above, and such rules shall govern the arbitration hearing. The Arbitrator shall be bound by the following rules:

a) The Arbitrator shall have no power or authority to alter, amend, add to or subtract from any of the terms and conditions of this agreement.

b) The time limitations specified in this agreement are of the essence, shall be strictly adhered to by both parties and applied by the Arbitrator unless otherwise mutually agreed by and between the respective parties herein, in writing.

c) The Arbitrator's powers shall be limited to deciding whether the City has violated the expressed articles or sections of this agreement, and he shall not imply obligations and conditions binding upon the City from this agreement. Further, the Arbitrator shall have no authority to substitute his or her judgment for that of the City, the City Council, or its agents, as to the reasonableness of any practice, policy, rule or any action taken by the City, its Council or administrative employees.

d) It is specifically understood that any matter not specifically set forth herein remains within the reserved rights of the City of Gibraltar and its administrative employees.

e) Both parties agree to be bound by the award of the Arbitrator and the costs of any arbitration proceedings under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

f) If the employee or Steward fails to take the Grievance to the next step at the grievance procedure within the time limits specified, the grievance shall be deemed settled on the basis of the last applicable disposition. If the Employer fails to respond within the time limits specified in the collective bargaining agreement, the grievance shall be deemed denied and the Employee shall have the right to move his grievance to the next step of the grievance procedure.

## ARTICLE VI

### SENIORITY-PROBATIONARY EMPLOYEES

Section 1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. When an employee finishes the probationary period, by accumulation of ninety (90) days of employment within not more than six (6) months, he shall be entered on the seniority list of the unit and shall receive full wages. He shall rank for seniority from the day ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

Section 2. The Union shall represent probationary employees for the purpose of collective bargaining in the respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement, except discharged and disciplined employees for other than Union activity.

Section 3. Seniority shall be on a Public Works departmental basis in accordance with the employee's last date of hire.



ARTICLE VII

SENIORITY LIST

- A) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- B) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- C) The Employer will keep the seniority list up to date at all times, and will provide the Public Works employees with an up-to-date copy.
- D) In making job assignment, the Employer shall consider seniority, job qualifications, experience and any other matter which impacts upon the efficient operation of the department.

ARTICLE VIII

LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A) He quits.
- B) He is discharged and the discharge is not reversed through the grievance procedure.
- C) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D) If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- E) Return from sick leave and leaves of absence will be treated the same as (C) above.



ARTICLE IX

LAY OFF DEFINED

A. The word "layoff" means a reduction in working force. Such "reduction in working force" shall be determined by the Employer.

B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Article VI of this Agreement. Disposition of these cases will be a proper matter for the grievance procedure.

C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE X

RECALL PROCEDURE

When the working force is increased after layoff, employees will be recalled according to seniority, as defined in Article VI of this Agreement. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. It is the responsibility of the employee to keep the Employer informed of his correct address. If an employee fails to report for work within ten (10) working days from date of mailing notice of recall, he shall be considered as having quit. Extension may be granted by the Employer in proper cases.

ARTICLE XI

PROMOTION OR JOB PREFERENCE

If a vacancy or a new job opening occurs on any shift, the vacancy shall be posted on the bulletin board for a period of seven (7) working days, during which period seniority employees, within the bargaining unit, may make written application for such job. A copy of the written job application shall be furnished to the Public Works employees. Employees failing to submit a written job application received during the seven (7) working day period shall be considered as having refused. Such vacancy shall be filled from the written job applications received during the seven (7) working day period. Should no written applications be received during the seven (7) working day period, the City may fill the vacancy by hiring a new employee. Seniority shall be considered in filling such vacancies.

ARTICLE XII

STEWARD

A. Preferential seniority against layoffs only shall be granted to Stewards provided that any employee so retained is qualified to perform the work of the job which is available.

B. The Steward will be compensated at his regular hourly rate, three (3) hours each for up to three (3) meetings per year.

ARTICLE XIII

WORKING HOURS

Section 1: Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by a one (1) hour paid lunch period.

Section 2: Work Days. Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

Section 3: Work Week. The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except that the City may establish a work week, other than outlined above, if the need arises, and notices given to the employees with at least fifteen (15) days prior notice. Any new work week, which may be established, will only affect those employees hired on or after the date of the ratification of this agreement, or those seniority employees who may volunteer for any such shift in a new work week.

Section 4: Work Shift. Eight consecutive hours of work shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except as outlined below.

a) Mid-morning Shift - This shift shall consist of not more than two (2) employees and will start not later than two (2) hours after the morning shift. The creation of this shift shall be governed as follows:

1. Only employees hired subsequent to the date of ratification of this agreement, and those employees hired prior thereof, and who volunteer, shall be required to work this shift.

2. The employees shall be replaced on this shift in order of seniority, as new hires are employed by the City, unless such employee

volunteers to remain on said shift. This shall apply to sub-section 3, as well.

3. That subsequent to the release of employees hired prior to the execution of this contract, but after the date of ratification, the employer shall have the right to increase the number of employees on this shift with persons hired after the date of the execution of this agreement.

b) Morning Shift - This shift shall be the standard shift for all covered employees. The regularly assigned hours of work for the morning shift can begin between the hours of 7:00 A.M. to 3:00 P.M. or 8:00 A.M. or 4:00 P.M. at the discretion of the Director, upon fifteen (15) days notification to the Union. The change shall be scheduled to coincide with the change in daylight savings time.

c) Afternoon Shift - At the City's discretion an afternoon shift may be established with starting times between 1:00 P.M. and 3:00 P.M. Any assignment to this shift will be on a voluntary basis, except for employees hired after the date of this contract who may be required to work this shift. Any employee assigned to this shift shall receive shift premium pay of fifteen (15¢) cents per hour.

d) In the event of an emergency or other unforeseen circumstance, the City Administrator can waive the fifteen (15) days notice requirement set forth herein. Any such change shall be for the duration of the emergency or the unforeseen situation only. The City Administrator shall seek volunteers for such shift change. In the event that no member of the bargaining unit volunteers for the shift change, the City Administrator agrees that he will assign persons to said shift in the reverse order of seniority.

e) When an employee is required to work overtime in an emergency situation, the employee may request the taking of compensable time off

equivalent to overtime hours worked in lieu of a cash payment therefor. However, any compensable time off must be taken within the pay period or the next pay period thereafter in which the overtime was worked, and under no circumstances shall compensable time off be accumulated or otherwise become an obligation of the City.

Section 5. Work Schedules

a) Work schedules showing the employees' shifts, work days and hours shall be posted on all department bulletin boards and updated, at least every fifteen (15) days. Any disagreement on schedule changes or new schedules shall be a subject for special conference, as provided for herein.

b) The parties will meet to discuss implementation of a four (4) day a week, ten (10) hour a day work schedule. If agreement is reached, the City will implement such a schedule on an experimental basis during the term of this contract. The City retains all rights to schedule employees for this schedule and to terminate this schedule at any time.

Section 6. Meal Periods

a) All employees will receive a one (1) hour paid lunch break to be taken at approximately the middle of each shift whenever possible.

b) The employees shall have no wash up time or break periods during the term of this contract. Employees will be on the job site sixty (60) minutes after leaving for lunch.

Section 7. Leaving Job Site

a) In any instance, where a crew and/or individual employee leave their equipment or job for a break, and leaves that equipment or job in a condition or manner that contributes to or directly results in the damage or destruction of the equipment or other property, publically or privately owned, such employee shall be subject to disciplinary action.

ARTICLE XIV

OVERTIME PREMIUM PAY

A. Time and one-half (1 1/2) shall be paid for all hours worked in excess of eight (8) consecutive hours in one work day or forty (40) hours in any one work week.

B. Double time shall be paid for all hours worked on Sunday.

C. Double time will be paid for all hours worked on holidays, plus employees holiday pay.

D. Anything over sixteen (16) hours worked without an eight (8) hour break is double time, and if conditions warrant longer hours to complete the work, the employee will at the end of sixteen (16) hours be permitted to take a two (2) hour rest break, and starting the 17th hour worked, reimbursement shall be at double time, and the employee shall be reimbursed for all two hour breaks not taken at double time, and for all two hour breaks taken, he will be reimbursed at straight time.

E. Overtime will be equalized on the following basis:

1. When an employee is called and refused overtime, it will be charged against his overtime hours. If, when called, he is not home, time will not be charged against him.
2. A continuation of shift overtime will be worked by the crew performing such job during their regular shift. Should a member of the crew be unable to remain, overtime will be assigned by the overtime list. If employees on the overtime list, whose turn would be next, are not available, such overtime will be assigned to the least senior work qualified employee who will be required to compliment a crew.
3. Overtime will be called by rotation in Unit A. Article I. When called and refused, it will be charged against overtime, but if skipped on rotation, the employee will be paid for the time.

4. The overtime schedule board will cover a one-year period, running on a calendar year basis.

ARTICLE XV

HOLIDAYS

Section 1. Employees will receive eight (8) hours pay at their regular straight time rate for the following holidays:

Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Years Eve
Labor Day	New Years Day
Veterans Day	Employees Birthday
Thanksgiving Day	One Floating Holiday
Friday after Thanksgiving	

Section 2. Should any of the above days fall on the employee's leave day, he shall receive the holiday pay at the regular rate.

ARTICLE XVI

CALL IN TIME

Employees that are called in to perform emergency work on and after the date of ratification shall receive the minimum of four (4) hours pay, at the appropriate rate of pay.

ARTICLE XVII

LONGEVITY

Section 1. Any employee with two (2) years continuous service as of his anniversary date of employment with the City shall receive one hundred dollars (\$100.00), and each year thereafter, shall receive an additional



twenty-five dollars (\$25.00), until the maximum of six hundred dollars (\$600.00), which will be payable on December 1st.

ARTICLE XVIII

PERSONAL BUSINESS LEAVE

All employees shall be granted three (3) personal leave days per City fiscal year, not chargeable to their sick leave. Such personal leave days will not be accumulative from year to year. An employee taking one of the days mentioned above will be required to notify the Director of Public Works twenty-four (24) hours in advance, but will not be required to divulge the nature of his business.

ARTICLE XIX

SICK LEAVE

A. Sick leave shall be defined as a result of illness by an employee or his immediate family. Each employee shall acquire one and one-half (1 1/2) days of sick leave credit for each month of service rendered, not exceeding an aggregate of eighteen (18) days per calendar year.

B. A sick leave bank of sixty (60) days shall be established. The distribution of the sick leave days in bank shall be at the discretion of the Public Works employees after the sick employee's sick days and vacation days have been used up.

C. Any employee who does use sick leave afforded by this agreement shall earn bonus days according to the following schedule:

DAYS USED

BONUS DAYS EARNED

0	5
1	3
2	1
3	0

D. Replenishment of Credit: On July 1st of each year, accumulated unused credits shall be carried forward with a total sick time accumulation of two hundred and sixty (260) days. The Employer will pay to the employee all accumulated sick time up to a maximum of one hundred twenty (120) days for all unused sick leave days when the employee retires, dies, or upon proper resignation. In the case of death, payment shall be made to the employee's beneficiary or to his estate. Any employee having accumulated more than one hundred twenty (120) days on or before the date of the ratification of this agreement shall be entitled to receive payment for all days in excess of one hundred twenty (120) days to a maximum of thirty (30) days or may retain such accumulation in his sick leave bank for future sick leave use. Such election must be made on or before thirty (30) days after the date of ratification of this agreement. Failure to make an election for payment on or before that date shall result in said days being included in the accumulation for purposes of illness only.

E. To be eligible for sick leave benefits, the employee must inform the Department Director within two (2) hours after the start of his shift.

F. An employee absent three (3) days or more on sick leave may be required to produce evidence in the form of a medical certificate or otherwise.

ARTICLE XX

INSURANCE BENEFITS

Section No. 1. The City shall provide all Employees covered by this agreement with the following insurance protection, with the cost thereof being borne by the City unless otherwise specified herein:

- a) Life Insurance - Twenty-five Thousand Dollars (\$25,000.00) Life Insurance Policy.
  
- b) Members of the bargaining unit shall be provided with health care insurance pursuant to the two health care programs as set forth below. Each employee shall have the option of selecting one or the other program. Each employee shall be allowed to elect his/her option no more than one (1) time per year.
  - 1. Blue Care Network Insurance, Program E, with a BCN-5 Certificate with the following riders:
    - a. Office Visit \$10 Co-pay
    - b. Prescription Drug \$5.00 Co-pay Rider with needles & syringes APDBP
    - c. Waiver of Adult Sterilization Rider
    - d. Waiver of Elective Pregnancy Termination
    - e. Family Continuation Rider
    - f. Sponsored Dependent Rider

The Employer will be responsible for the first \$100.00 of co-pay required under this program, and shall reimburse the employee upon submission of paid receipts therefor; based on 1 year of coverage.

2. Blue Cross Blue Shield Plan 8, Comprehensive Major Medical, CMM 250 providing for 80% coverage after a \$250.00 deductible, and providing for a \$5.00 co-pay on the Drug Rider. The Employer shall reimburse the employee the first \$1,000.00 of the co-pay, upon submission of paid receipts by the employee. If the employee does not use any part of the \$1,000.00 co-pay, the City will reimburse the employee one-half (1/2) of the amount of the deductible, all reimbursements are based on 1 year coverage.

- c) As an alternative to "b" above, the Employer shall provide Blue Cross Blue Shield Hospitalization and Master Medical MVF-1 (Traditional Coverage). The City shall pay the cost of this hospitalization to the extent of the premium therefor on or before the date of the ratification of this agreement.

Any premium increase on or after the date of ratification will be borne by the Employee, who shall pay the cost difference between the premium on the date of ratification and the premium increase to the City Treasurer in a manner and by the means that the City Treasurer shall designate.

- d) Each employee covered by this agreement shall have the option to choose insurance coverage under paragraph "b" or paragraph "c" above. However, such election must be made within thirty (30) days of the ratification of this agreement and shall not be altered for the term of this contract.
- e) Dental - The City shall continue the current dental coverage offered by the Teamsters State, County and Municipal Workers during the term of this agreement. However, the parties agree that they will negotiate any change necessitated during the period of this contract by the refusal of the carrier to continue coverage or the necessity of the City to consolidate coverage of its various employees under one policy.
- f) Optical Coverage - The City shall continue its current Teamsters State, County and Municipal Workers Optical coverage during the term of this agreement subject to the same provisions as set forth in paragraph "C" above.

#### Section 2. Retirees

a) The City shall continue to cover retirees under the current health plan provided for herein, and shall contribute to the premium therefor to the extent of four (4%) percent of the premium for each year of service rendered to the City by the employee to a maximum of One Hundred (100%) percent of the insurance premium. The employee shall be responsible for the balance and shall pay it to the City in a manner prescribed by the City Treasurer.

b) The City will cover the spouses of retirees under the health plan provided for employees at the premium cost to the City when the employee retires and shall contribute to the premium therefor to the extent of four (4%) percent of the premium paid for each year of service rendered to the City by the employee to a maximum of one hundred (100%) percent of the insurance premium. Any increase in the premium for the spouse after the

employee retires will be split equally between the City and the employee. The employee will be notified of any increase in the premium and will be responsible for paying the employee's share of the premium increase to the City in a manner prescribed by the City Treasurer.

c) Effective the 1st day of the third year of this Agreement, the City will offer an Early Retirement Incentive Program (ERI) for all employees with twenty-one (21) or more years of service and eligible to retire under the terms of the current retirement system. The ERI shall provide for payment of full health care coverage as provided in the agreement. It is mutually understood between the parties that the ERI will be a one time only agreement and shall never be offered again during the term of this Agreement.

#### ARTICLE XXI

##### TEAMSTERS OPTICAL AND DENTAL

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified, the cost or contribution of participation in the Teamsters Dental and Optical program.

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Employees who work either temporarily or in the cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

If an employee is absent with pay because of an illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund. If an employee is absent without pay because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union shall have given 72 hours notice to the Employer of such delinquency in the Health and Welfare Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund will be separately administered jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this Agreement, the Employer authorizes the Employers' Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and notifying all actions already taken or to be taken by such Trustees within the scope of their authority.

## ARTICLE XXII

### VACATIONS

Section 1. Employees shall be eligible for annual vacations with pay on the following basis:

- A. Employees with twelve (12) months continuous service shall be granted seven (7) vacation leave days.
- B. Employees with twenty-four (24) months continuous service shall be granted fourteen (14) vacation leave days.
- C. Employees with five (5) years continuous service shall be granted an additional day for each year of service to a maximum of TWENTY-SEVEN (27) vacation days per year.

Section 2. Employees hired after July 1, 1988, shall be eligible for annual vacations with pay on the following basis:

- a) Employees with twelve (12) months continuous service shall be granted five (5) vacation leave days.
- b) Employees with twenty-four (24) months continuous service shall be granted ten (10) vacation leave days.
- c) Employees with five (5) years continuous service shall be granted fifteen (15) vacation leave days.



- d) Employees with ten (10) years of continuous service shall be granted an additional day of vacation leave time for each year of service to a maximum of twenty (20) vacation leave days per year.

Section 3. Continuous service for this purpose shall be measured by reference to the original date of employment within the City.

Section 4. Employees shall be afforded a reasonable time to designate their preferred vacation period. Selection shall be based upon rank and seniority.

#### ARTICLE XXIII

#### FUNERAL LEAVE

In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) days, if the funeral is held within a three hundred (300) mile radius from Gibraltar, for the purpose of preparing for and/or attending the funeral.

A. If the funeral services are held outside the 300 mile radius, two (2) additional days shall be allowed or a total of five (5) days without loss of pay.

B. The immediate family of an employee is defined as follows:

Mother, Brothers, Husband, Grandchildren, Father, Children, Mother-In-Law, Grandparents, Sisters, Wife, Father-In-Law, Sister-In-Law and Brother-In-Law.

C. In the event of the death of an aunt or uncle the employee shall be entitled to one (1) day's funeral leave, but in no event shall the City acquire any retroactive liability on the granting of this benefit and it shall be effective on and after the date of ratification hereof.

ARTICLE XXIV

PHYSICAL INCAPACITATION

A. If an employee becomes physically incapacitated during the term of this agreement, the Employer agrees to pay the difference between Worker's Compensation and the employee's base salary for a period of one (1) year from the date of the incapacitation.

B. During the one (1) year period mentioned above the employee will continue to receive the following fringe benefits, and no others:

1. Health Care Coverage, including Dental and Optical Insurance.
2. Life Insurance.
3. Seniority.
4. Longevity

C. After the period of one (1) year, an employee may elect to supplement Worker's Compensation benefits from the sick bank. Such supplement may not exceed the regular salary when combined with the Worker's Compensation benefit. The employee must waive his right to any claim for sick days so used.

D. The Employer will provide health care coverage for the spouse for her lifetime or until her remarriage and for all dependent children until such children shall reach the age of majority should the employee die as a result of injuries sustained on the job.

ARTICLE XXV

UNIFORM ALLOWANCE

The City of Gibraltar shall pay to each employee on or before July 1st of each year the sum of Four Hundred Twenty-five and No/100 Dollars (\$425.00). Said increase shall be effective on July 1, 1994. Such stipend

shall be as a uniform allowance to reimburse the employee for supplying and cleaning his own uniforms.

All employees on or after September 1, 1994, shall be required to wear uniforms in accordance with the uniform selection. Any employee not properly attired in the selected uniform shall be subject to the disciplinary procedures provided for in this agreement.

The City shall furnish safety boots, gloves and foul-weather gear to all bargaining unit employees.

#### ARTICLE XXVI

##### WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment of this agreement or a letter of understanding signed by both parties.

In the event that any provision of this agreement shall at anytime be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative. However, all other provisions of this agreement shall continue in full force and effect.

This Agreement shall constitute the total contractual agreement between the City of Gibraltar and the Union employees of the Department of Public Works for the period July 1, 1991 through June 30, 1994, and no other benefits shall be implied.

Copies of this Agreement shall be printed and distributed by the City at the City's expense, to all employees in the bargaining unit.

#### ARTICLE XXVII

#### STRIKE PROHIBITION

Section 1. The employees will not engage in, or sanction, strike action during the life of this Agreement.

Section 2. The City agrees not to lock out its employees during the life of this Agreement.

ARTICLE XXVIII

RETIREMENT

The present retirement plan shall remain in effect during the life of the contract, except for the following changes:

- (1) The "Normal Retirement Age" shall be reduced from age sixty-five (65) to age sixty-two (62).
- (2) The multiplier shall be increased prospectively from 2.0% to 2.25%, effective 7/1/91.

ARTICLE XXIX

SEASONAL, PART TIME AND CETA EMPLOYEES

Section 1. For clarification purposes under the CETA program, all CETA employees are under the guidelines of the Federal Standards.

Section 2. The City of Gibraltar may employ part-time and seasonal employees. These employees shall not be used to replace full time employees or to do bargaining unit work. Part-time and seasonal employees shall not be permitted to work overtime.

In the event of a lay-off of any full time employee, all part-time and seasonal employees shall be laid off first.

A seasonal employee is defined as an employee working during any period of time commencing on the 15th day of April of any year and continuing until the 1st day of September of the same year.

Part-time employees shall be defined as any employee who works less than twenty (20) hours per week. Employees working more than twenty (20) hours per week shall be considered full time employees and fall under the provisions of the appropriate collective bargaining agreement.

Section 3. Job Description: Seasonal and part-time employees may be utilized to cut grass; pull weeds, do exterior painting, do window washing

and other handy-man jobs that would customarily be done by employees in such a capacity. Furthermore, such employees may be utilized on all classified jobs, to fill in during vacation schedules, sick leaves, or general authorized personal leaves of absence during this period of time. This provision will not result in the layoff or loss of overtime to regular employees.

### ARTICLE XXX

#### JANITOR

Section 1. There is hereby created a position of Janitor which shall be a position within the bargaining unit. The position of janitor will be under the direct supervision of the Director of the Department of Public Works or his designee and shall be specifically responsible for all janitorial work within the City of Gibraltar.

Section 2. The janitor created hereby may be assigned to any shift recognized by Article XIII of this collective bargaining agreement. However, once the janitor has been assigned to a shift, it shall not be changed except upon ten (10) days notice.

Section 3. The position of janitor shall not carry with it any overtime which would normally be done by regular bargaining unit employees.

Section 4. The Employer has the right to fill this position as a part-time position so long as work hours do not exceed twenty (20) hours per week.

If hours exceed twenty (20) hours per week, then the employee shall be entitled to full benefits under the applicable provisions of this agreement.

No bargaining unit employee can be forced to take this position.

ARTICLE XXXI

MANAGEMENT RIGHTS

Section 1. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Gibraltar City Code, and any modifications made thereto, and any resolutions passed by City elected or appointed officials.

Section 2. Further, all rights which ordinarily vest in or are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- 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 service, material or method of operation;
- 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) Purchase any or all word processors or services, or the construction of new facilities or the improvement of existing facilities;
- d) To determine the size of the work force and increase or decrease its size;
- e) To hire, assign, and layoff employees;
- f) To permit municipal employees not included in the bargaining unit to perform bargaining unit work after a general call in of all regular employees.
- g) To direct the work force, assign work and determine



the number of employees assigned to operations;

- h) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classifications, and to establish wage rates for any new or changed classification;
- i) To determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours worked;
- j) To establish work schedules;
- k) To determine and discipline and discharge employees for cause;
- l) To adopt, revise and enforce working rules and carry out costs and general improvement programs;
- m) To transfer, promote and demote employees from one classification, department or shift to another;
- n) To select employees for positions and to determine the qualifications and competence of employees to perform available work.

Section 3. Furthermore, the City as the Employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not expressly limited in this agreement.

Section 4. The Employer shall have the right to sub-contract any work of the Department of Public Works which the employees, either by reason of equipment or capability are unable to perform so long as no full time employees are laid off, replaced or suffer loss of overtime.

#### ARTICLE XXXII

##### JURY DUTY

A. Any employee who because of jury service loses time from work shall receive his regular pay for jury service, paid by the Employer.

Jury pay shall be limited to eight (8) hours pay per day up to thirty (30) calendar days per year, except in the case of an employee being assigned to a jury trial which lasts more than said thirty (30) days. In such case, during the duration of said trial, the Employer shall pay said employee all time lost from work but shall be limited to eight (8) hours pay per day.

B. Any employee on jury duty shall return to the City of Gibraltar money which he or she may receive while serving on said jury duty, less any mileage allowance paid for the jury service.

#### ARTICLE XXXIII

#### STAND-BY ALLOWANCE

The City may require that an employee be on stand-by duty at any given time. The City will provide an employee on stand-by duty with a beeper.

A. Any employee who is requested to be on stand-by shall be paid two (2) hours stand by pay at straight time for the first sixteen (16) hour period or less. Time spent in excess of the first sixteen (16) hour period will be paid at the rate of one-half (1/2) hour for each four (4) hour period or fraction thereof.

B. An employee on stand-by, if called in to work, and any employee called to assist a stand-by employee in performing work, will receive the appropriate overtime rate as provided elsewhere in this contract.

C. Stand-by allowance shall be considered as premium pay and shall be equalized among all the employees covered by this Agreement.

D. Stand-by shall be on a rotation basis. When requested to be on stand-by and an employee refuses, that refusal will be charged against him, but if skipped on rotation, said employee will be paid for the time.

E. The City will have total discretion to schedule employees for stand-by duty.

ARTICLE XXXIV

WAGES

	<u>7-1-94</u>	<u>7-1-95</u>	<u>7-1-96</u>
Starting Rate	10.97	11.41	11.87
<u>After 6 months</u>			
Hired after			
7-1-88	12.58	13.08	13.60
Hired before			
7-1-88	14.96	15.56	16.18

The City agrees to pay a daily premium of \$.35 per hour commencing July 1, 1994, and \$.50 per hour commencing July 1, 1996, to no more than one employee who is assigned the duties of overseeing the water department and to no more than one employee who is assigned the duties of overseeing the vehicle repair department. To receive premium pay, an employee who is assigned the duties of overseeing the water department must have a license or certification to perform the duties assigned and be performing those duties. To receive premium pay, an employee who is assigned the duties of overseeing the vehicle repair department must be qualified to perform the duties assigned and be performing those duties.

The City reserves the right to assign employees to duties requiring premium pay without a job posting and without regard to seniority or any other factor. The City agrees to cooperate in the establishment of a deferred compensation plan for employees in this bargaining unit. The parties agree that the terms and conditions of the deferred compensation plan will be established solely by the program in which the parties participate not by the Employer or employees. Additionally, there shall be but one deferred compensation plan offered to members of the bargaining unit. Participation shall be voluntary and there shall be no contribution on the part of the City of Gibraltar therefor.

ARTICLE XXXV

TERMINATION

This Agreement shall remain in force and effect from July 1, 1994, until June 30, 1996, and shall be automatically renewed for successive periods of one (1) year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to the end of any automatic renewal year of its intention to terminate, change or amend this Agreement. Such written notice shall specify the changes or amendments desired by the party giving such notice and shall be sent by certified mail to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the \_\_\_\_ day of \_\_\_\_\_, 1994.

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214:

By: *[Signature]*  
Les Barrett  
Business Representative

*[Signature]*  
Anthony Giannola, Chief Steward

CITY OF GIBRALTAR

By: *[Signature]*  
Scott Denison, Mayor

and *[Signature]* 7/28/94  
Mary H. Balk, Its City Clerk

Charles E. Wycoff, Chief Negotiator

APPENDIX A

EDUCATION

The City recognizes the benefits to be derived from the continual education of its employees. Employees are thereby encouraged to seek additional education in fields related to their area of responsibility within their respective classifications. In the event that an employee wishes to attend an educational program or class in such an area, he must make application and have prior approval of the City Council or its designee. If approved and the employee attends and successfully completes the class or educational program, the City will reimburse the employee for the cost of the tuition or fees related thereto.

Payment shall only be made upon presentation of verification that the employee has successfully completed the course or program, and upon the submission of a paid receipt indicating the cost thereof.

If an Employee is mandated to attend a school or an educational program, the City shall pay all costs attendant thereto, including tuition and wages.

APPENDIX B

RESIDENCY

It is hereby agreed by and between the City of Gibraltar and Teamsters Local 214, that on and after the date of the ratification of this agreement, members of the certified bargaining unit shall no longer be subject to the residency provisions of the City Charter for the City of Gibraltar, Wayne County, Michigan, to the extent that members of said bargaining unit may reside outside of the city limits of the City of Gibraltar, so long as they live within a fifteen (15) miles radius of said City.