

1424

12/31/99

LABOR AGREEMENT
Between
CITY OF HANCOCK
and
TEAMSTERS UNION
LOCAL NO. 328, I.B.T.

Hancock City

EFFECTIVE:
January 1, 1997
Thru
December 31, 1999

2/19/97

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of January, 1997, by and between the CITY OF HANCOCK, party of the first part and hereinafter termed the "EMPLOYER" and LOCAL UNION NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union".

WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

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 and listed in Schedule "A".

SECTION 2. (a) All present regular employee's, who are members of the Local Union on the effective date of this subsection, shall remain members in good standing of the Local Union as a condition of employment. All present employee's who are not members of the Local Union and all employee's who are hired thereafter, shall become and remain members in good standing of the Local Union as a condition of employment one (1) month after their date of hire.

In reference to the term "regular employee" as used in the above paragraph, employee's are considered to be "regular employee's" after having completed six (6) months of continuous service in any twelve (12) month period and the employee's seniority shall then revert back to his/her first (1st) day of employment.

(b) Union membership shall be available to all employees on the same generally applicable terms and conditions, and any employee upon tendering payment of a sum equivalent to the regular initiation fee and dues shall be considered to be in compliance with the above requirements.

SECTION 3. (a) The Union shall certify to the Employer, in writing each month, a list of its members working for the Employer, who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

(b) Where an employee, who is on checkoff, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

(c) The Employer will recognize authorization for deductions from wages and transmit to the Union or such other organization as the Union may request, if mutually agreed to.

ARTICLE II

NEW JOBS

For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of the date work commenced on such new job or equipment is put into use.

ARTICLE III

WAGES

Attached hereto and marked Schedule "A" are schedules showing the qualifications and general classification wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE IV

SENIORITY

SECTION 1. Seniority is defined as the length of continuous employment as a employee under ARTICLE I, Section 2(a). A listing of employees, arranged in the order of their seniority, shall be posted in a conspicuous place in the City Garage. Any disagreement shall be submitted to the

Grievance Procedure.

SECTION 2. In case of reduction in the force, the last employee hired shall be the first laid off, and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated.

SECTION 3. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than eighteen (18) months. In the event of layoff, an employee so laid off shall be given two weeks notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

SECTION 4. All newly created jobs or jobs vacated by retirement, death, discharge, or acquisition of additional equipment, shall be posted on the bulletin board for a period of seven (7) days. Any employee considering the posted job shall list his name and seniority date. The employee with the most seniority, who has listed his name on the posting, shall be given the first opportunity in filling the vacancy and shall be given a probationary period of thirty (30) days to qualify on the job. If the employee qualifies within the probationary period, he shall receive the classified rate of pay for the job, following the completion of such thirty (30) day period. In the event the employee cannot qualify, then he shall be returned to his former position and the employee with the next highest seniority shall be given the opportunity to qualify for the job in line with the above procedure, etc., until the job is filled.

Any disagreement as to the qualification of an employee, shall be submitted to the Grievance Procedure.

The above-referred-to qualifying probationary period shall not apply to an employee, if he has been selected in line with his seniority and has performed the job in the past. An employee in this category shall receive the rate effective with his selection for the job.

Casual and part-time employees shall be given the first opportunity to qualify as regular employees and be placed on the bottom of the seniority roster and shall accumulate seniority from the date of their regular employment.

In reference to ARTICLE IV, the Employer shall have the right to require the employee to submit to a physical examination at the employer's expense to verify that he is physically fit to perform his regular duties or the job he is posting for.

ARTICLE V

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause; but in respect to discharge or suspension, shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is dishonesty or drunkenness or willfully and wanton misconduct while on duty. The warning notice as herein provided shall not remain in effect for a period of more than six (6) months from the date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge must be taken within twenty (20) days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension. If no decision has been rendered within thirty (30) days, the case shall then be taken up as provided for in ARTICLE VI hereof.

ARTICLE VI

ARBITRATION AND GRIEVANCE PROCEDURE

SECTION 1. In the event of any grievance or complaint arising under and during the terms of this Agreement, an effort shall be made to adjust same in an amicable manner between the Employer and the Union. In the event that such grievance and complaint cannot be settled in this manner within thirty (30) days, or an extension stipulated in writing, the question may be submitted by either party for arbitration as hereinafter provided. There shall be no legal proceedings of any kind before means of settlement provided herein are exhausted.

SECTION 2. Either party may demand arbitration. The party first demanding arbitration shall give seven (7) days notice, in writing, to the other party of it's desire to arbitrate. The Arbitration Board shall consist of three (3) persons; one (1) to be selected by the Employer and one (1) to be selected by the Union; and the two (2) so selected, if they themselves cannot settle the dispute, shall agree upon a third person, who shall act as Chairman of this Arbitration Board. This Board shall be selected within ten (10) days after the request of arbitration is made. If the representatives of the parties cannot settle the dispute, and cannot agree upon the selection of the third person

within fifteen (15) days of their appointment, the third person shall be designated by the Michigan Employment Relations Commission, in accordance with its procedures. The decision of the Arbitration Board shall be binding on all parties. A decision of the majority of the Board shall be considered a decision of the Board, provided further that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are submitted to said Board of Arbitration. The City agrees that there shall be no change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made, as provided in this Article, shall result in forfeiture of all rights provided by this Agreement. Expenses and charges of the third person as arbitrator, shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union; otherwise, they shall respectively pay all charges and expenses of the arbitrator each selects.

The Arbitrator (or Board of Arbitrators) shall have the sole and exclusive power and jurisdiction to determine whether a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement, including procedural disputes.

ARTICLE VII

STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union, shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement within ten (10) days of the grievance.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information,
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns and refusal to handle goods, or an interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any action interrupting Employer's business, except as authorized by official action by the Union.

The Employer agrees to permit Union stewards to post and maintain Union notices within the business establishment or premises, when expressly authorized to do so by the Union.

ARTICLE VIII

ABSENCE

Any employee desiring a leave of absence from his employment, shall secure written permission from both Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same classification covered by this Contract. Failure to comply with this provision, shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury, shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either Union or Employer. The period of absence shall be deducted from vacation credits of the employee.

ARTICLE IX

PROTECTION OF RIGHTS

SECTION 1. It shall not be a violation of this Contract and it shall not be cause for discharge or disciplinary action, if any employee or employees refuse to enter upon any property involved in a labor dispute or refuse to go through or work behind any picket line, including the picket line of Unions party to this Agreement and including picket lines at the Employer's place or places of business; nor shall the exercise of any rights permitted by any law be a violation of this Contract.

The Union agrees that in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

SECTION 2. Any grievance claiming a violation of this Section shall be submitted to arbitration within five (5) working days after filing such grievance; any other provision of this Agreement notwithstanding, and neither party shall challenge the arbitrability or right to arbitrate a grievance when it arises. The Arbitrator may

make such affirmative order and award as he shall consider necessary to remedy any breach of this Article and such award shall be final and binding upon the parties.

ARTICLE X

HEALTH & WELFARE AND PENSION CLAUSE

Effective January 1, 1997, the Employer shall contribute to the Wisconsin Health Fund for each employee who has been on the payroll thirty (30) days or more and who has, in addition, performed some work in any month. The rate of contribution beginning January 1, 1997 for each employee will be \$528.67. Beginning April 1, 1997 the rate will be \$554.67 and beginning April 1, 1998 the rate will be \$554.67 per employee and beginning April 1, 1999 the rate will be \$567.67. This monthly rate is for the following: Milwaukee Based Program, Plan A-2 benefits included: Pharmacy; Dental; Vision; Loss of Time; Group Life; Retiree Class O2 (Prepaid Retiree).

The contribution required for the Retiree Class O2 Program effective January 1, 1997, through January 1, 1998, shall be that needed to maintain the current coverage.

If a regular employee is absent because of sickness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions into the Wisconsin Health Fund and the Central States Pension Fund for a period of two (2) months. 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 six (6) months. However, if the disability continues for a period longer than six (6) months, the Employer agrees to continue paying the disabled employee's Health Insurance for an additional six (6) month period.

The payments shall be made by check payable to Wisconsin Area Health Fund and directed to the bank as indicated on the monthly report form.

Effective January 1, 1997, the Employer agrees to pay into the Central States Southeast & Southwest Areas Pension Fund a contribution of forty-nine dollars (\$49.00) per week for each employee covered by this collective bargaining agreement who has been employed for thirty (30) days. This contribution shall be in effect for the term of this agreement.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay

the required contributions into the Health and Pension Funds during the period of absence.

By the execution of this Agreement, the Employer authorizes the Employers' Associations who are signatories to similar collective bargaining agreements signed with Teamsters Unions, to enter into appropriate Trust Agreements necessary for the administration of such Funds, to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice hereof and ratifying all action taken or to be taken by such Trustees within the scope of their authority.

Employers presently making payments to the Wisconsin Health Fund and the Central States Southeast & Southwest Areas Pension Fund, and Employers who may subsequently begin to make payments to such Funds, shall continue to make such payment for the life of this Agreement.

In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.

ARTICLE XI

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time that the employee is ordered to report for work and registered in and until the time he is effectively released from duty.

ARTICLE XII

PAY PERIOD

All regular employees covered by this Agreement shall be paid every second Friday. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

ARTICLE XIII

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national

emergency, respectively, shall upon termination of such service be reemployed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

Each regular employee who wants leave to attend military training (National Guard, Naval Reserve, etc.), shall be permitted to take his vacation during that period and apply his accumulated sick leave to that period, if entitled to that much time. Otherwise, his pay shall be suspended for the regular work days missed in excess of vacation time and sick leave to which he is entitled. When applying for leave, he shall elect whether his time is to be charged to vacation, sick leave, or part of each.

ARTICLE XIV

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract, or of any Rider thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

ARTICLE XV

INSPECTION PRIVILEGES

The representatives of the Union shall be permitted to enter upon the Employer's premises and shall have access to the firm's establishment during working hours for the

purpose of adjusting disputes or investigating working conditions, provided he is accompanied by or has the permission of the Manager or his representative.

The Company shall provide, also, a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members.

ARTICLE XVI

ILLEGAL DEDUCTIONS FROM EMPLOYEE'S PAY

It shall be considered a violation of this Agreement for the Employer to deduct any money from the employee's pay, except deductions required or ordered under Federal or State Laws, or which the employee has signed the proper authorization.

ARTICLE XVII

SAFETY

Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute, or court order, or governmental regulation relating to safety of person or equipment.

Employee's not using required protective safety equipment that has been provided, or not adhering to recognized State and Federal safety regulations in the performance of their assigned work, shall be subject to progressive discipline up to and including discharge.

ARTICLE XVIII

WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees.

ARTICLE XIX

UNION BULLETIN BOARD

The Employer agrees to provide suitable space for the Union bulletin board at the garage. Posting by the Union on such boards are to be confined to official business of the Union.

ARTICLE XX

MANAGEMENT RIGHTS

Except to the extent expressly prohibited by specific provisions of this Agreement, the City reserves and retains, solely and exclusively, the right to manage and direct its work force, as well as all of its lawful rights to manage the affairs of the City.

ARTICLE XXI

TERMINATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from January 1, 1997, to and including December 31, 1999, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 2. It is provided further that where no such cancellation or termination notice is served and the parties desire to continue said agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 1999, or December 31st of any subsequent Contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement. If no such notice is given, the said Schedule "A" shall continue on from year to year. The respective parties shall be permitted all lawful recourse to support their request for revisions, if the parties fail to agree thereon.

SECTION 3. In the event of war, declaration of emergency, or imposition of civilian controls during the life of this Contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

SECTION 4. In the event of an inadvertent failure by the Union or Employer to give notice as set forth in Section 1 or 2 of this Article, either party may give such notice at

any time prior to the termination or automatic renew date of this Agreement. If such notice is given in accordance with the provisions of this Section, the expiration date of the Agreement shall be the sixty-first (61st) day following such notice.

SCHEDULE "A"

SECTION 1 - WORK WEEK AND WAGE SCHEDULE: The guaranteed work week shall be forty (40) hours per week, Monday through Friday, except during the snow seasons only it shall be Monday through Friday or Tuesday through Saturday. At the option of the employee (if the employee is on a layoff status) the forty (40) hour weekly guarantee may be waived and the employee may return to work on a less than forty (40) hour week. When recalled to work on a full-time basis, the forty (40) hour guarantee shall again be in effect. All work in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater of the two, shall be paid at the rate of time and one-half (1-1/2X) the regular hourly rate of pay.

All work on Sundays and legal holidays shall be paid at time and one-half (1-1/2X) the regular rate of pay.

Winter sanding crews shall consist of two men, a driver and helper, with four (4) hours call-out guarantee at double time (2X) the regular rate of pay; during the regular shift, only one man will be required. If the employees on standby are not called out, they shall receive four (4) hours pay at their regular rate. (NOTE: The Union agrees that winter sanding crews called out shall have two (2) men available while the truck is loaded, then one (1) employee shall do the sanding while the other man does work available for which he is qualified.) Summertime call out will be guaranteed 3 hours.

<u>EFFECTIVE:</u> <u>CLASSIFICATION</u>	<u>WAGE RATES PER HOUR</u>		
	<u>1-1-97</u>	<u>1-1-98</u>	<u>1-1-99</u>
Heavy Equipment Operators	\$13.46	\$13.86	\$14.21
Mechanics	\$14.15	\$14.57	\$14.93
Light Equipment Operators	\$13.17	\$13.57	\$13.91
S-2/Water System Operator	\$14.45	\$14.88	\$15.25
S-4/Heavy Equipment Operators	\$13.46	\$13.86	\$14.21
Laborers* Schedule 1	\$13.06	\$13.45	\$13.79
Schedule 2	\$ 9.53	\$ 9.81	\$10.06
Part-Time Employees	\$ 9.09	\$ 9.36	\$ 9.59
Leadman** (Organize and Assign Work Only) Schedule 1	\$15.29	\$15.75	\$16.14
Schedule 2	\$14.92	\$15.37	\$15.75
Assistant Leadman	\$13.62	\$14.03	\$14.38

* New Hires shall follow schedule 2 after 1-1-95.
** When the City hires a non-union supervisor, then the Leadman position will move to pay Schedule 2 but the current Leadman shall suffer no loss in pay.

(NOTE: The Leadman shall also receive overtime for hours outside the regular work hours.)

Wage Rates for "New" Hires: Employees (except for Laborers) hired after the effective date of this Agreement shall receive hourly wages based upon the following percentages:

- A. Date of hire to one (1) year: 80% of hourly rate in effect.
- B. After one (1) year: 90% of hourly rate in effect.
- C. After two (2) years: 100% of hourly rate in effect.

Fringe Benefits for Part-Time Employees: Part-time employees shall have all of their fringe benefits "prorated" based on the number of hours worked (using forty (40) hours as the "standard" or "base") EXCEPT for the following fringe benefits, which shall be paid by the Employer, Pension and Health & Welfare coverage.

Part-time employees shall be entitled to overtime (one and one-half time) on the same basis as regular full-time employees.

SECTION 2 - HOLIDAY PAY: Employees shall receive a day's pay at their regular rate for the following named holidays, in addition to any monies the employee may earn on such holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, Good Friday and the employee's Birthday, and any holiday that the City of Hancock may declare a legal holiday and one-half (1/2) day for the picnic.

SECTION 3 - VACATIONS: Employees who have been employed by the City for a period of one (1) year, but less than two (2) years, shall receive one (1) week vacation at their regular rate of pay. Employees who have been employed by the City for a period of (2) years, but less than eight (8) years, shall receive (2) weeks vacation at their regular rate of pay. Employees who have been employed by the City for a period of eight (8) years, but less than fifteen (15) years, shall receive three (3) weeks vacation at their regular rate of pay. Employees who have been employed by the City for a period of fifteen (15) years shall receive four (4) weeks vacation at their regular rate of pay.

A vacation schedule shall be posted on the bulletin board. Vacations shall be taken in line with the employee's seniority.

Holidays occurring during an employee's vacation shall not be charged against vacation time, but shall receive an extra day's vacation.

SECTION 4 - SICK LEAVE: Employees shall earn sick leave with pay at the rate of one (1) day per month. Sick leave may be accumulated to a maximum of ninety (90) days. A doctor's certificate shall be necessary to claim sick leave in excess of three (3) days.

Employees off for three (3) days will call in each morning. Sick leave shall not include sickness or disability resulting from injuries or accidents which are compensable under the Michigan Workers' Compensation Act. At least one (1) hour before the commencement of his regular shift, any employee who intends to claim sick leave shall notify his supervisor. If such employee fails or neglects to notify without sufficient reason, or if such employee falsely claims any such sick leave, he shall be subject to disciplinary action by the City.

Upon the death of any employee, the accumulated sick leave shall be paid to the employee's widow or estate.

Upon the retirement of an employee, all accumulated sick leave will be paid to the employee at that time.

At the end of each calendar year, employees who have accumulated ninety (90) days sick leave will be paid one week's wages or be given one (1) week off with pay at a time designated by the Employer, or his representative, during the following calendar year. Such time off or pay to be charged against the employee's accumulated sick leave.

SECTION 5 - FUNERAL LEAVE: Every employee in whose family the death of a father, mother, brother, sister, wife, child, mother-in-law, father-in-law or grandparents of the employee, shall occur, shall be entitled to three (3) days of Funeral Leave.

SECTION 6 - JURY DUTY: If an employee is called for jury duty, he shall be compensated for the difference between his regular rate of pay and the fees which he received for jury duty. He shall not be required to use sick leave for jury duty.

SECTION 7 - LONGEVITY PAY: After completing five (5) years of service, an employee shall receive longevity pay of two hundred fifty (\$250.00) dollars. Each year thereafter, the employee shall receive an increase of fifty (\$50.00)

dollars (from the two hundred fifty (\$250.00) dollar base) in longevity pay until after completion of sixteen (16) years of service the employee has reached the maximum longevity amount of "eight hundred (\$800.00) dollars". Longevity shall be paid to the employee's on the first (1st) pay day after December 1st of each year and will be paid by separate check.

SECTION 8 - SHIFT PREMIUM: Employees who perform work between the hours of 4:00 P.M. and 6:00 A.M. shall receive a shift premium of twenty cents (\$0.25) per hour for all such hours worked.

SECTION 9 - CLOTHING ALLOWANCE: The City will pay \$100.00 each year towards the purchase of one (1) quality Work Coat/Jacket (such as a Carhart) or safety shoes for full-time regular employees. Proof of purchase is required. The City will provide washable coveralls through a cleaning service for city mechanics.

SECTION 10 - GENERAL:

(a) All job openings shall be posted on the bulletin board. This shall apply to newly created jobs, the training of employees for extra operators in the various class titles or vacancies caused by quits, discharges or death. Jobs held by part-time or so-called casual employees shall be considered open or vacant and the regular employees may compete for said jobs as provided in the provisions of this paragraph. Any man considering the job in point, will list his name and the date for computing his seniority. The most eligible and capable man considering seniority, will be given ample opportunity to prove his ability to execute the job as posted.

(b) If there is a dispute over the ability of a man to perform the job, it shall be referred to the grievance procedure as hereinafter provided. Failure of an employee to qualify shall cause the job to be posted again and he shall return to his former job classification and wage rate. The same process shall be repeated until a qualified employee is assigned permanently to the vacancy. Employees who qualify shall receive the wage rate of the new job classification with a reasonable period of time.

(c) All employees shall be entitled to one (1) fifteen (15) minute coffee break at the time designated by the supervisor within working hours and shall take same in the area of their work station.

(d) Any individual hired to fill the position of Water System Operator lacking certification must become certified within the time frame specified by the Michigan Department of Public Health. Failure to do so will result in

termination of employment. Once certified, or any newly hired certified Water System Operator, must work five (5) years in the position of Water System Operator without eligibility to transfer to another position of employment within the bargaining unit. Transfer out of the Water System Operator position will be allowed only when another certified Water System Operator has been hired. The City agrees to advertise, interview and make every reasonable attempt to hire a replacement certified Water System Operator when it is indicated the current certified Water System Operator desires to transfer to another position. Transfer out of the Water System Operator position will result in termination of all education incentives relative to the S-3 certification.

It is further understood, a "new hire" employee can be paid an hourly rate of pay ranging from 80% of the top rate of pay. The actual rate paid within that range will be the result of an agreement between the City and the prospective employee.

(e) Any employee hired after January 1, 1989, shall be required to be able to operate a "majority" of the equipment in a higher rated classification in order to receive the pay of the higher rated classification.

(f) Snow Removal and Water Meter Reading - The City reserves the right to supplement the City work force for snow hauling with "for hire trucks" when all available bargaining member employees are committed. The City may use nonunion personnel to read the City Water Meters.

(g) Work Programs - The City reserves the right to hire non-union seasonal employee's for Parks and Recreation; participate in the Community Corrections Public Service Work Program; hire "Green Thumb" participants as needed, and participate in any other "work/service" program which provides low cost employee's to the City of Hancock, so long as no City of Hancock member of Teamsters Local #328 is displaced.

(h) Garbage Service: The City reserves the right to contract for garbage service so long as no City of Hancock member of Teamsters Local #328 is displaced.

(i) The Employer and Union may implement a summer work schedule June 1 through August 30 consisting of a 4 day 10 hour work week. Excluded from this schedule would be solid waste, water, lead and mechanic.

(j) Below are the qualifications for classifications:

CLASSIFICATIONS

QUALIFICATIONS FOR CLASSIFICATIONS

Heavy Equipment Operators

Must be able to operate safely and efficiently one or more of the following types of heavy equipment and maintenance equipment, to wit: front-end loaders, bulldozers, graders, snow-go and trailer lowboys and other equipment which is used by the City of Hancock in the maintenance of streets, roadways and high ways and related work as required.

Mechanics

Must have a thorough knowledge of the mechanism of heavy and light equipment used by the City of Hancock. Must be able to disassemble, repair and reassemble all heavy and light equipment used and possessed by the City of Hancock in the maintenance of the streets, highways and roads and related work as required.

Mechanic II

Must have a thorough knowledge of the mechanism of heavy and light equipment used by the City. Must be able to assist in the disassembly, repair, maintenance and reassembly of mechanical machinery and equipment and perform related work as required.

Light Equipment Operators

Must be able to operate safely and efficiently single-axle dump trucks and small tractors, which are used by the City of Hancock in the maintenance of roads, street highways and sidewalks and related work as required.

Water System Operator

Must have a State of Michigan S-2 Water Distribution System Operators license and must be able to operate safely and efficiently various types of heavy and light equipment used by the City of Hancock in the

maintenance of its Water Distribution system, as well as in the maintenance of the streets, roadways, and highways and related work as required.

S-4/Heavy Equipment Operator

Must be able to operate the various types of heavy and light equipment used in the maintenance of the City's water distribution system as well as the City thoroughfares and public places. Specific Water system qualifications include all aspects of water meters as they are used in the water system and assisting in the installation, operation, maintenance, and repair of all elements of the water Distribution system.

Laborers

Must be able to perform an assortment of duties in connection with the maintenance of streets, City's highways, sidewalks and other functions of the City of Hancock and related work as required.

Part-Time

Same as Laborers

Leadman

Must have a thorough knowledge and be able to direct public works activities including, but not limited to: solid waste; water distribution, sanitary and storm sewer systems; streets, snow removal; equipment purchase, repair and maintenance; personnel supervision, discipline and promotion and perform other related work as required.

Assistant Leadman

Same as Leadman, accepts responsibility for public works activities in the absence of the leadman.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF HANCOCK

BY Slom Anderson
CITY MANAGER
2/24/97
(Date)

TEAMSTERS UNION LOCAL NO. 328

BY Bue By
Business Agent
2/21/97
(Date)