

6/30/81

AGREEMENT

BETWEEN

CITY OF MUSKOGON HEIGHTS

AND

TEAMSTERS LOCAL #14

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND MESSERS
OF AMERICA

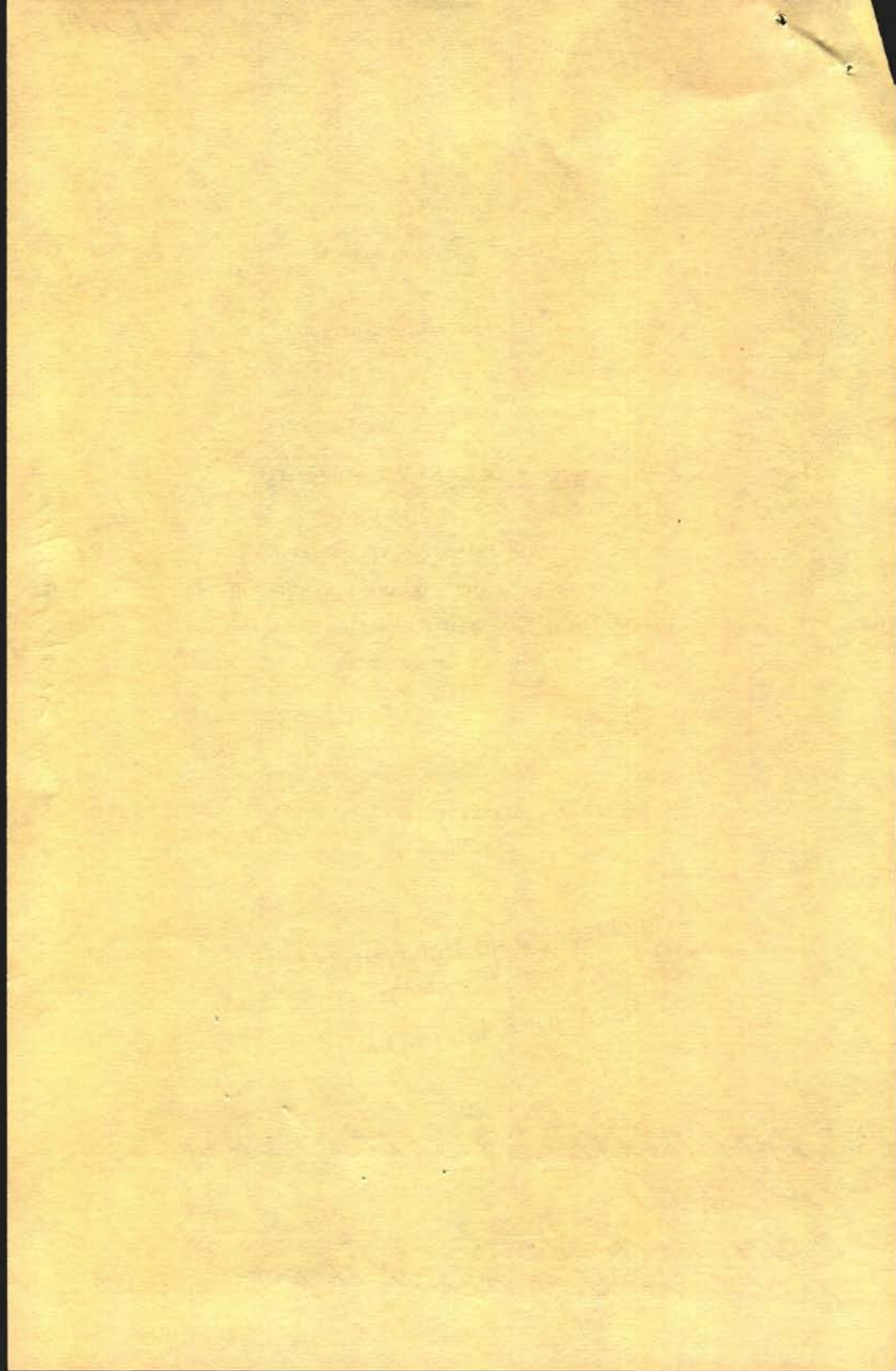
Effective July 1, 1979

To June 30, 1981

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RELATIONS LIBRARY

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AGREEMENT

THIS AGREEMENT was made and entered into this 28th day of November, 1979, by and between the City of Houston, Texas, located at Houston Heights, Houston, Texas, and hereinafter referred to as "Employer", and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trenchard Avenue, Detroit, Michigan, hereinafter called the "Union".

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and 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; WITNESSETH:

ARTICLE I

RECOGNITION, AGENCY 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 the attached Schedules.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after

it has acknowledged itself that the Union is the choice of a majority of the employees in the bargaining unit.

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

(b) In accordance with the policy set forth under Paragraphs (b) and (2) of this Section, all employees in the bargaining unit 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 excellent regular employees, such payments shall commence on the (31) days following the effective date of the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start the first of the month following the (31) days 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 applicable Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE II

NO DISCRIMINATION

It is the policy of the Employer and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, age or national origin.

ARTICLE III

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 all dues and/or initiation fees of Local No. 244, 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 of Union dues and initiation fees. Such deductions shall be made out of the first payroll period of each month.

ARTICLE IV

WAGES

Attached hereto and marked Schedules are Schedules showing the classifications and wage rates of the employees covered by this Agreement. Said Schedules further set forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedules and the contents hereof shall constitute a part of this Agreement.

ARTICLE V

PROBATION

A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse, provided however, that the employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members and provided that the Employer may extend this probationary period for an additional ninety (90) days, if it deems that it is necessary.

ARTICLE VI

SUB-CONTRACTING

If for any reason it should be decided by Management to have contractors perform work, Management has such right

in good faith to place work with outside contractors. In so doing management does not intend to displace regular bargaining unit employees from their normal bargaining unit work, nor shall bargaining unit work be placed with outside contractors while bargaining unit employees are laid off.

ARTICLE VII

EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

Section 2. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, unless the performance of such work during regular working hours by non-bargaining unit employees would not displace members of the bargaining unit from their regular work.

ARTICLE VIII

MANAGEMENT RIGHTS

1. The Employer retains all the rights, powers, functions, and authority which it has prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged, modified, or limited.

2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any

way the Employer's sole right to manage its operations and services efficiently and economically, including the right to:

(a) Decide the reasonable services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; And the discontinuance of any service; or method of service.

(b) Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services, and institute technological changes; decide on the nature of materials; supplies; equipment, tools, or machinery to be bought, made, or used And the prices to be paid.

(c) Subcontract or purchase for the construction of new facilities and the improvement of existing facilities, and/or all work, processes, or services, component parts and products maintenance and repair work, office services;

(d) Determine the number, location and types of its buildings and facilities, discontinue temporarily or permanently, in whole or in part, any of the Employer's operations; sell or close facilities, move operations from one location to another.

(e) Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees to effect reductions to hours worked.

(f) Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue departments, transfer operations from one department to another, and determine composition of the work force in any department.

(g) Determine lunch, rest periods, and clean-up times; determine the starting and quitting times and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employees to work overtime in excess of their usual shift schedule, but for emergencies only and not special events.

(h) Discipline and discharge for cause; adopt, revise, and enforce working rules; maintain order and efficiency in quality test, investigate, and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

(i) Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications when such assignment is, in the management's judgment, necessary regardless of the availability of work in their regular classification; require employees to give instruction or the Employer itself may give instruction in special training for selected employees.

3. The list of specific rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of the rights of management not listed or not specifically surrendered herein, whether or not such rights have been exercised in the past.

4. These specific management rights clauses contained herein shall be subject to the seniority provisions and other terms of this contract.

ARTICLE IX

SENIORITY

Section 1. In reduction of the work force, layoffs shall be by seniority within the particular department to be reduced. The employee laid off from such department shall have the right to displace the lowest seniority employee in the entire bargaining unit, provided he has the ability to perform such lower seniority employees job. If he cannot perform that lower seniority employees job, then he shall be laid off from the Employer.

Recalls to employment shall be made in the reverse order; the highest seniority employee shall be recalled first. When recalled, the employees shall be returned to the jobs they held prior to lay-off.

Section 2. The Employer shall post a list of employees arranged in order of their seniority and job title, every six (6) months. This list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority shall be broken only by discharge or voluntary quit, or lay-off for a period of more than two (2) years.

Section 4. In the event of a lay-off, an employee so laid off shall be given two (2) weeks notice of lay-off and two (2) weeks notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority right under this Agreement.

Section 5. The Stewards shall be granted super-seniority for purposes of layoff and rehire, providing they have the ability and qualifications necessary to perform the work available.

Section 6. Upon promotion or transfer outside the bargain unit, an employee shall continue to accrue seniority for six (6) months from the date of promotion or transfer. If, during that time, it becomes necessary for the employee to return to the bargaining unit, it shall be to the former position held by the employee at the time of his promotion or transfer. After six (6) months the transferred or promoted employee shall cease to accumulate seniority and shall have no bumping rights in the bargaining unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE X

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 three (3) warning notices of the complaint against such employee to the employee in writing; and a copy of the same to the Union and Steward, except that no

Warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or carelessness or recklessness resulting in serious accident while on duty.

The warning notice as herein provided shall not remain in effect for a period of more than six (6) months for minor infractions and twelve (12) months for intermediate and major infractions, from the date of said warning notice and will be removed from the employee's files after such period. Discharge must be by proper notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be in writing within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision rendered within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article XI hereof.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earliest effort on the part of the parties to settle such promptly through the following steps: (No grievance will be considered which is presented more than thirty (30) working days after it occurs).

Step 1. By conference between the aggrieved employee, the Steward, or both, and the foreman and/or department head. If not settled in this manner, it shall be the responsibility of the aggrieved to place any grievance to writing on the regular grievance form provided by the local Union within five (5) working days of the alleged grievance, and deliver same to the designated Employer representative.

Step 2. After receipt of the written grievance by the designated Employer representative, a conference between Union representatives and Employer representatives will be held within five (5) working days thereafter.

Step 3. If the grievance is not settled in Step 2, the Union may, within five (5) days deliver to the designated Employer representative a written request for a meeting between Union representative and the Employer representative and/or their representatives to review the matter. Such meeting will be held within ten (10) working days from date of said written request and the Employer will render its decision within seven (7) working days thereafter.

Step 4.

Section A. It is understood that grievances pertaining to: 1) discharge of employees, or 2) the suspension of employees without pay for a period of ten (10) days or more, may proceed to binding arbitration.

If the employee and/or Union elects to proceed to arbitration, they shall notify the City in writing within ten (10) days of the last step of the Grievance Procedure. The City and the Union agree to be bound by the arbitrator's decision.

The Union shall file for such grievance with the Federal Mediation Conciliation Service consistent with its rules and regulations. The cost of the arbitrator shall be shared by both parties. The City agrees to release all witnesses without loss of pay.

Section B. All other grievances are subject to the Personnel Appeal Board, provided, however, that such submission is made within ten (10) working days after receipt of the last step answer. The Personnel Appeal Board shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the Personnel Appeal Board and each party shall pay the expense of its own witnesses.

The Personnel Appeal Board shall consist of three (3) members, (1) a councilman; (1) a City employee approved by the Union and (1) a resident of the City approved by both parties. The Mayor shall also appoint, subject to confirmation by the Council and approved by the Union, one other City employee as an alternate member of the Personnel Appeal Board, who shall serve in place of the City employee - member to hear appeals originating from the Department in which the City employee-member is employed. The Personnel Appeal Board shall hear the appeals and shall report in writing to the City Superintendent and to the Union its findings and recommendations within thirty (30) days upon the closing of the record.

ARTICLE XIII

STEWARDS

The Employer recognizes the right of the Local Union membership to elect a total of three Stewards, one Steward and two alternates from the Employer's seniority list of employees in each of the following groups: (a) Department of Public Works; (b) Water Department; (c) Cemetery, Parks and Signal combined. The authority of the job Steward and alternates so elected by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;

2. 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 stoppage, slow-downs, refusal to handle goods; or any other interference with the Employer's business.

The job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of job Steward and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer property without the loss of time or pay during his regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer.

ARTICLE XIII

LEAVE OF ABSENCE

Section 1. An employee may be allowed leave of absence up to six (6) months without pay and without loss of his employment status upon approval of the Department Head and City Superintendent. An employee will not earn vacation or sick leave benefits while on such leave and if such leave is for a period of one month or longer, hospital and life insurance benefits provided by the City will be discontinued for that period. Retirement deposits of an employee may not be withdrawn during a leave of absence. Any absence of an employee from duty that is not authorized by the Department Head or City Superintendent, shall be deemed to be absence without leave. Any such absence shall be without pay and subject to disciplinary action. Such absence may be covered by a subsequent grant of leave if extenuating circumstances warrant.

Permission for extension must be secured from both the Local Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same type of work in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights and/or discharge of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

ARTICLE XIV

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P. A. 1965, nor shall the Employer provide a strike action by the Union or its members.

Section 2. Any individual employee or group of employees who wilfully violates or disregards the arbitration and grievance procedure set forth in Article XI of this Agreement, may be summarily disciplined by the Employer without liability on the part of the Employer or the Union.

ARTICLE XV

PICKET LINE

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Union's party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2. Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE XVI

NO STRIKE - NO WORK STOPPAGE

While the Union shall undertake every reasonable means to induce employees to return to their jobs during any period of unauthorized stoppage of work, it is specifically understood and agreed that the Employer after the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of discipline including discharge. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts of its members.

ARTICLE XVIII

GENERAL

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement. The representative of the Union shall notify the Department Head prior to meeting with any steward during working hours, where possible.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with employee's consent.

Section 3. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay days shall be every other Thursday.

Section 4. Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 5. The Employer will provide to the employee such legal assistance as will be required or needed as a result of the acts occurring when and while and as a result of the performance of his City duties and responsibilities.

Section 6. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only Official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union and the Employer or his representative, and the City will be notified of the notice prior to the posting.

Section 7. Whenever a vacancy is to be filled because of an employee leaving the service of the City or because additional employees are needed, the City will post job openings for one (1) week in all garages, specifying the classification and equipment U? number, if any, to be operated. All regular employees within the bargaining unit shall be eligible to bid for posted jobs. Such postings will take place within five (5) days after vacancy occurs. This procedure shall not apply to replacement equipment. The employee operating the equipment to be replaced shall operate the new equipment if he is able to handle it. Bids shall be awarded within five (5) days after closing.

Long term vacancy in excess of six (6) months should be open for bid. The City may state in the job posting notice that in the event the temporary job opening becomes permanent, it shall be awarded to the employee who is temporarily filling the job.

There will be a thirty (30) day trial period for all employees who change jobs pursuant to the bidding or recall procedure outlined in this section, during which time the employee at his option may return to his former job. The employee may be returned to his former job at any time during this period that he demonstrates to the City his inability to qualify for the job. Once an employee exercises his right to fill a job vacancy pursuant to the bidding procedure outlined in this section, he will be barred from applying for any other job vacancies that may develop for the (6) months thereafter (and this bar shall apply even if within the thirty (30) day period specified as a trial period he chooses to return to his former job). New employees are not eligible to bid during their first six (6) months of employment. Temporary and/or seasonal employees are not eligible to bid.

An employee who moves to a different classification under the job bid procedure will remain his rate in his former classification until he has demonstrated through actual performance on the new job classification that he is qualified to perform the job or for a maximum period of thirty (30) days, whichever is shorter, after which he will receive the rate of the new classification.

The City will reserve the right to hire from outside the bargaining unit, provided that no employee in the bargaining unit bids on the opening.

Section D: It is the intent of the Union and the City to utilize employees in the immediate subsequent grades as replacements for employees in higher occupational grades when those employees are absent due to vacations, leaves of absence or temporary assignments. In this manner, employees in the immediate lower paid grade will become exposed to the work required in the immediate higher paid grade, affording that employee an opportunity for advancement when vacancies in the higher grades become available.

However, employees temporarily transferred to higher paying job classifications will receive the higher rate in the following instances:

(a) Vacation Fill-in Work. First week - lower rate; second week - higher rate.

(b) Sickness Fill-in Work. If any employee performs fill-in work for forty (40) consecutive hours or more, then the employee will be paid the higher rate for the entire period such employee worked in the higher rated job classification.

These temporary transfers must be made by the Department Head, with the City Superintendent's approval.

If an employee works temporarily on a lower paying job classification, his rate will not be lowered.

Section 9. Small tools needed for equipment and maintenance will be furnished employees, after a conference with the Employer. They should not be expected to bring their own from home. City shall furnish tools over the one-inch size.

Section 10. The employer will pay the cost of the initial employment physical examination.

Section 11. A set of suitable rain coats, hats and boots will be furnished for all employees where needed. Damaged and worn items shall be replaced by the City and any lost items shall be replaced by the employee.

Section 12. The employer will assume the full cost of tuition, books and supplies for any employee who pursues a course that has a direct relationship to his work, upon completion of one semester of college work. If an employee terminates his employment with the Employer within twelve (12) months after completion of the course, the amount paid by the Employer will be deducted from his final pay.

Section 13. The employer will provide rubberized aprons for all operators while working with acid.

Section 14. The employer will pay for any physical when required and ordered by the City. The physician is to be designated by the City.

Section 15. The employer will furnish first aid kits for each unit of equipment. Employees will be accountable for the contents of the first aid kits by the person having the first aid kits checked in and checked out each day.

ARTICLE XVIII

EQUIPMENT ACCIDENTS AND REPORTS

Section 1. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the garage or Safety Committee.

Section 3. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by Medical Authority will be paid for the whole day.

Section 4. The Employer shall not require employees to take out on the streets or highways any vehicles that are not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

Section 5. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report containing all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 6. It is the duty of the employee, and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

ARTICLE XIX

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XX

SAFETY COMMITTEE

Section 1. A Safety Committee shall be composed of Union and Employer representatives, and if there is an agenda furnished or specific topics of discussion requested and provided in advance, a meeting will be scheduled for the purpose of discussing safety and promulgating safety regulations, with the understanding that the Employer and Union have the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. The Union steward will attend such meetings.

Section 2. The Safety Committee shall be composed of the Department Head and one employee per department and the Director of Personnel and Public Relations.

ARTICLE XXI

COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as the result of being involved in an accident while on duty and must attend court, shall suffer no loss of pay.

Section 2. An employee who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his regular pay.

Section 3. Employees are allowed to use accumulated sick leave to the extent of four (4) days due to the death of a wife, husband, child, parent, sister, brother, or related member of the employee's immediate household.

SCHEDULE A

A. OVERTIME AND HOURS OF WORK

Section 1: The work periods, schedules or shifts are established by the City Superintendent and may be reviewed from time to time in the City's interest.

Normally the regular work day shall be:

DPW - 7:00 A.M. to 3:30 P.M. daily with a lunch period from 11:30 A.M. to 12:00 Noon.

Water Department and Cemetery - 8:00 A.M. to 4:30 P.M. daily with a lunch period from 12:00 Noon to 12:30 P.M.

Water Filtration - The existing work schedule will remain in effect.

Section 2. Overtime pay will be one and one-half (1½) times the hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or over forty (40) hours in any week. All overtime work shall be authorized by the Department Head with approval of the City Superintendent. For the employees in the Filtration Plant, all hours worked outside their normally scheduled shifts shall be paid at time and one-half (1½).

Section 3. An employee reporting for overtime call-in for checking sewers, shall be guaranteed one and one-half (1½) hours pay at the rate of one and one-half (1½) times his hourly rate, equal to two and one-quarter (2¼) hours of straight time pay. If an employee is called in to perform any other duties, he shall be guaranteed two (2) hours pay at one and one-half (1½) times his hourly rate, equal to three (3) hours of straight time pay.

Section 4. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended into the twelfth (12th) hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the twelfth (12th) hour.

Section 5. An employee shall be granted a fifteen (15) minute paid break each four (4) hours of a tour of duty.

Section 6. Overtime shall be offered by seniority on a rotating basis by department and classification in that department. When an employee has been given the opportunity for overtime and refuses, he will not be offered overtime until those below him in seniority and those above him in seniority have been offered overtime.

Section 7. There shall be a reasonable period of time, but not to exceed fifteen (15) minutes, wash-up period before the noon lunch period and at the end of the work shift, and disinfectant soap will be provided where needed.

Section 8. A shift premium of ten (10) cents per hour shall be paid employees assigned to the second shift. A shift premium of fifteen (15) cents per hour shall be paid employees assigned to the third shift.

Section 9. All overtime hours worked on a holiday shall be paid at time and one-half (1½) in addition to holiday pay of eight (8) hours at straight time.

Section 10. Standby pay for a week shall be Forty Dollars (\$40.00). If no bargaining unit member is available the City may sub-contract the work outside the bargaining unit.

SCHEDULE A.

B. CLASSIFICATIONS

Wage increase of 7% July 1, 1979 and 7% on July 1, 1980.

<u>CLASSIFICATION</u>	<u>EFFECTIVE JULY 1, 1979</u>	<u>EFFECTIVE JULY 1, 1980</u>
1. Laborer	5.97 - 6.22	6.39 - 6.66
2. Truck Driver (Small Equip. Operator)	6.29 - 6.56	6.73 - 7.02
3. Groundskeeper (Sewer Maint. Man General Repairman)	6.42 - 6.68	6.87 - 7.15
4. Light Equipment Operator (Meter Repairman)	6.49 - 6.75	6.94 - 7.22
5. Meter Reader, Paintshop & Signal Maintenance Man	6.57 - 6.82	7.03 - 7.30
6. Signal & Meter Maintenance Heavy Equipment Operator Garage Mechanic II	6.75 - 7.01	7.22 - 7.50
7. Service Repairman	6.86 - 7.12	7.34 - 7.62
8. Filtration Operators & Maintenance Relief Operators		
Unlicensed	14,522.33 - 15,357.38	15,592.89 - 16,461.41
License F-4 + \$200	14,786.13 - 15,551.38	15,821.67 - 16,639.9
License F-3 + \$500	15,107.13 - 15,872.38	16,164.84 - 16,983.4
License F-2 + \$800	15,428.33 - 16,193.38	16,508.11 - 17,326.3
License F-1 + \$1,000	15,749.33 - 16,514.38	16,851.78 - 17,670.3
9. Foreman	7.06 - 7.44	7.55 - 7.96
10. Foreman-Operator & Maintenance Filter Plant	14,684.80 - 16,975.00	15,712.74 - 18,163.2
11. Water Distribution		
From Unlicense to License S3 + \$200.00		
From S3 - S2	300.00	
From S2 - S1	300.00	

SCHEDULE A

C. HOLIDAYS

If a holiday falls on Saturday, it shall be observed on Friday, and if a holiday falls on Sunday, it shall be observed on Monday.

If a holiday falls during the extra shift period of the Water Department, the employee shall be paid for the holiday. The extra shift is defined as that period of time when an employee is scheduled to be off duty.

Effective January 1, 1971, to coincide with the Federal "Holiday Holidays", the following holidays will be observed.

1. New Year's Day
2. Washington's Birthday
3. Afternoon of Good Friday
4. Memorial Day
5. July Fourth
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving
10. Day after Thanksgiving
11. One full day before Christmas Day
12. Christmas
13. One-half day before New Year's Day.
14. Employee's Birthday

SCHEDULE A

All hours worked on a holiday shall be paid at time and one-half (1 1/2) in addition to holiday pay of eight (8) hours at straight time.

D. VACATION LEAVE

Section 1. Eligibility and Amount. Paid vacation time will only be ~~owed~~ ^{owed} to full-time employees where it has been scheduled in advance and approved by the Department Head. Employees shall be eligible for annual vacations with pay on the following basis:

After 1 year, fifteen (15) 24-hour working days off.

After 10 years, twenty (20) 24-hour working days off.

After 21 years, twenty-two (22) 24-hour working days off.

After 26 years, twenty-five (25) 24-hour working days off.

Employees hired after October 3, 1979, shall enjoy the following vacation schedule:

1 year to 2 years - 10 days

3 years to 5 years - 12 days

5 years to 10 years - 15 days

10 years to 20 years - 20 days

21 years to 25 years - 22 days

26 years or more - 25 days

Section 2. Probationary Employees. New employees will not be credited with vacation leave until they have completed their six (6) month probationary period.

Section 3. Termination of Employment. Employees leaving the service of the City before the close of the calendar year shall receive vacation pay prorated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half day.

Section 4. Accumulation of Vacation. Accumulated vacation leave shall be carried over to the following year in which it was earned. Upon recommendation of the Department Head, and approval of the City Superintendent, unused

vacation may be carried forward for one (1) year if circumstances warrant. Otherwise accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward the second year. Employee requests to be paid for unused vacation time shall be submitted to the City Council for their consideration, other than in the case of satisfactory termination.

Section 5. Advanced Vacation. Annual vacation leave shall not be allowed in advance of time earned and credited. If an employee has insufficient annual leave credits to cover a period of absence, payroll deduction for the time lost shall be made for the work period in which the absence occurred.

Section 6. Vacation Pay. An employee on vacation leave shall have one day of vacation credit cancelled for each day he would have worked during the annual work-week and shall be paid at the rate he would have earned on that particular day, exclusive of overtime.

Section 7. Vacation Vested Right: Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity, shall be rescheduled if possible, or if not, it shall be paid for at straight time as extra compensation.

Section 8. Scheduling of Vacation. Vacation requests must be submitted by March 15th of each calendar year. Vacation schedules shall be posted by March 31st. Seniority shall be used in determining preference for vacation schedules. The employee with the most seniority will have first choice of scheduling his vacation. If vacation is requested in two or more time periods, a second choice will not be approved until all employees in that Department have had an opportunity to schedule their first choice. Vacation requests received after March 15th shall be scheduled on a first come, first serve, basis in accordance with the Department's needs.

Section 9. Holiday During Vacation. If any holiday recognized by the City falls within the annual vacation period of an employee, an additional day of vacation leave shall be granted. Vacation time, sick leave, or absence because of job-connected disability shall be counted as days worked in calculating vacation leave credits. If permission is granted by the Department Head to use a day of vacation on one of the holidays recognized by the City, a day of vacation will be charged to the employee and no additional day of vacation will be granted. He shall be paid straight time for the holiday.

Section 10. Vacation Upon Termination. Employees who voluntarily sever employment with the City, shall be required to give two (2) work-weeks notice of their intentions in order to be eligible for vacation pay. Those who are discharged or laid off shall receive vacation pay. Vacation time taken after notice of intention to sever employment with the City shall not be considered as part of the two (2) working weeks required notice.

SCHEDULE A

E. SICK LEAVE

Section 1: Notification of Illness. Employees will receive pay for earned sick time only where he or his representative has called and notified the Department Head of his intended absence.

Section 2: Sick Leave Upon Termination. An employee who voluntarily separates from the employment of the City shall be paid for fifty per cent (50%) of up to sixty (60) accumulated sick leave days. Maximum payment under this policy will be thirty (30) working days for the first ten (10) years of employment. After ten years, the employee who voluntarily separates from the employment of the City shall be paid for fifty per cent (50%) of up to one hundred twenty (120) accumulated sick leave days. Maximum payment under this policy will be sixty (60) working days. Such payment shall be made at the employee's current rate of pay.

Section 3: Sick leave Exhausted. In the absence of vacation or sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred. All sick leave time shall be accumulated according to the time worked during the preceding calendar year, and may be anticipated up to the date of sickness during any current year. The City Superintendent may grant up to five (5) days anticipated sick time if circumstances warrant, but only in the event that all sick leave accrued, and current year's vacation credits have been exhausted.

Section 4: Accumulation of Sick Leave. Full time employees shall accumulate sick leave credits at the rate of one (1) day for each month of employment. In no event shall the accumulation of sick leave credits exceed twelve (12) days during any one calendar year. Employees may accumulate unused sick leave credits up to a maximum of one hundred eighty (180) working days.

Section 5: Use of Sick Leave. An employee on paid sick leave shall have one (1) day of sick leave credit credited for each day he would have worked during the normal work-week. Any absence for a fraction or part of the day shall show on the employee's time sheet. Absences in excess of two (2) hours chargeable to sick leave shall be charged proportionally in an amount not smaller than one-quarter (1/4) of a day. Employees will be paid at the rate they would have earned on that particular day, exclusive of overtime.

SCHEDULE A

Section 6: Calculation of Credits. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave credits. An employee shall not be entitled to paid sick leave until he has completed the six month probationary period. Upon the successful completion of the six-month period, a new employee shall have a bank of six (6) days.

Section 7: Proper Reasons for Sick Leave. Sick leave may be taken for any one of the following reasons and is to be considered a matter of grace rather than a matter of right. Any illness an employee may contract, or any exposure to contagious disease he may experience, in which the health of others would be endangered by his attendance on duty, absence to the extent of four (4) days due to the death of a wife, husband, child, brother, sister, or parent or related member of his immediate household, and any non-duty connected disability an employee may sustain (but this does not include an injury that may be sustained while being temporarily in the employ of another during his off time, or such injury that may be sustained as a result of a conviction of the violation of any ordinance of law). Sick leave may also be used for the following purposes, providing the use is within reason and the privilege not abused: For illness or injury in the employee's immediate family which necessitates an employee's absence from work ("Immediate Family" in such case shall include any persons for whose financial or physical care he is principally responsible); for attendance at the funeral of a close friend or relative; and for an appointment with a doctor or dentist to the extent of time required to keep such appointment, but only when it has been shown that it is not possible to arrange such appointments for non-duty hours. The employee's absence for injury or illness to his immediate family shall be granted where he is required to be at the bedside of one of the immediate family or to make arrangements for hiring a babysitter or housekeeper, but not to exceed two days of sick leave. Extensions over two days for extenuating circumstances may be granted if approved in advance by the Department Head and the City Superintendent. Unauthorized use of sick leave shall be grounds for disciplinary action up to and including dismissal.

SCHEDULE A

Section 8: Effect of Workmen's Compensation. In case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workmen's Compensation Law, the City Superintendent may authorize salary payment which, with his work disability payment, equals his regular salary. A total of one-half (1/2) day will be charged against his sick time accumulation for each full day an employee receives this additional payment. An employee may elect not to receive the supplemental salary payments at his own discretion; in this case he would receive only salary payments authorized under the Michigan Workmen's Compensation Law, and therefore would not be charged the one-half day sick time for each day of absence.

Section 9: Proof of Illness. A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work, before compensation for the period will be allowed.

Section 10: Retention of Credits. Sick leave accumulations shall be retained by an employee in each of the following cases: An employee who has been granted leave without pay; an employee who transfers from one classification or Department to another; a full time classified employee who is recalled from a layoff.

Section 11: Extension of Sick Leave. In the event of a continuing illness and provided the sick leave and vacation leave accumulations, excluding the following years accrued vacation, have been exhausted, requests for use of anticipated sick leave which have been recommended by the Department Head, and approved by the City Superintendent, shall be submitted to the City Council for their disposition. The City Council will use its own discretion, and will study and evaluate the employee's personnel record, past performance, and present circumstances. If, in their opinion, the employee's record warrants, and if they feel it to be in the best interests of the City, the City Council may decide to authorize an extension of sick leave up to a maximum of 130 working days (equal to 26 weeks or six (6) months). The City Council may limit this extension of sick leave to twelve (12) days for each prior year of the employee's service with the City. Sick leave extensions granted by Council and actually used by the employee shall be charged against the employee's record, and repaid with sick leave credits earned while the employee returns to work. An employee terminating employment immediately following the use of a sick leave extension, or within six (6) months after

SCHEDULE A

returning to work will not be paid for accrued vacation time. No vacation leave will be allowed during the first three (3) months after returning to work. With the approval of the City Superintendent, an employee may use his accrued vacation time as sick leave if all sick leave, sick leave extensions and current vacation leave has been used.

Section 12. No Accrual During Leave of Absence. A medical leave of absence may be granted for up to one year by the City Superintendent upon proper recommendation from the employee's physician. This one year may be extended if extraordinary circumstances warrant. No accrual of sick leave or vacation time will be permitted during the medical leave of absence.

F: INSURANCE

Hospitalization insurance carried by the City is Blue Cross-Blue Shield, Michigan Hospital Service, including Master Medical Coverage, Option IV and effective January 1, 1989, \$2.00 co-pay Ding Rider.

The City shall pay full premium for employees and dependents of employees, if any. Retirees are eligible for City-paid hospitalization coverage upon attaining age sixty-five (65) provided they are drawing City Retirement benefits.

For Life Insurance, the City pays the full premium. Full-time employees are insured for \$8,500.00. Retirees are excluded.

G. LONGEVITY

The longevity plan will pay regular full-time employees two percent (2%) of their annual compensation (based on normal work-week) for each five (5) years of continuous service. The maximum payment is ten percent (10%) after 25 years service. Payments will be made semi-annually. If an employee has completed five (5) years (or multiple thereof) of continuous service by January 1st or July 1st, he is eligible for longevity pay based on his length of service and annual compensation on that date.

SCHEDULE A

The percentage plan is as follows:

Five (5) years	2%
Ten (10) years	4%
Fifteen (15) years	6%
Twenty (20) years	8%
Twenty-five (25) years	10% maximum

Longevity will be paid to employees with five (5) or more years of service who are terminating their service to the City, based on their percentage, and prorated for the time worked from their date of eligibility to the date of termination, including terminal vacation time, BUT NOT TO INCLUDE TERMINAL SICK PAY BENEFIT.

Employees hired after October 1, 1979, shall have longevity paid only on the first \$10,000 of the base wage.

II. RETIREMENT

Employees will be required to retire upon reaching the age of 65. The City Council, however, only by its own action, may extend the employment of an individual for one (1) year or not to exceed two (2) years, if it is felt to be urgently required in the City's best interests.

Employees are covered under the Michigan State Employees' Retirement System following completion of six (6) months of service.

Effective July 1, 1974, the employees are eligible for post-retirement benefit increase provisions of the M.S.E.R.S. (E 2).

1. Employees under Plan C-2 contribute three percent (3%) of the first \$4,200.00, and five percent (5%) of their annual compensation in excess of \$4,200.00.

2. The additional amount needed to finance the employees' retirement system is determined actuarially each year and is appropriated by the City as the City's contribution.

SCHEDULE A

Retirement allowances for employees under Plan C-2 are based upon the employee's number of years of credited service under the retirement plan and his final average compensation according to the formulas set by State Law and available in the City Controller's Office. Qualification for regular retirement: An employee must have ten (10) or more years of credited service and be age sixty (60). Or he may retire between the ages of fifty-five (55) and sixty (60) if he has twenty-five (25) years of credited service, and is willing to accept a one-half per cent reduction in benefits for each month retirement is taken before age sixty (60). (Example, if retirement was at age 55 exactly, the reduction would be 10%).

Qualification for deferred retirement: This can be granted an employee if he is between the ages of fifty (50) and sixty (60) at the time he leaves the service of the City and if he has at least fifteen (15) years of service at that time. Or it can be granted regardless of age if the employee has twenty-five (25) years of credited service.

Disability Retirement: This can be granted at any age if the employee has at least ten (10) years of service. However, if the disability is work-connected, retirement benefits will be granted at any age and with no minimum length of service required. If the employee has less than ten (10) years of service, the benefits would be based on ten (10) years.

ARTICLE XXII

RESIDENCY

All employees shall be exempt from the provisions of City Ordinance #350. Present employees who are not residents of the City may remain outside the City until such time as they elect to change their place of residence. If they elect to change their place of residence, they must relocate within five (5) miles of the then established City limits of Muskegon Heights or they will be terminated.

ARTICLE XXIII

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 1979 to and including June 30, 1981, 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 the adoption of the City Budget for the ensuing fiscal year in which this Agreement expires. This Agreement shall be binding upon the parties hereto, their successors and assigns.

Section 2. It is further provided that where no such termination 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 the end of any contract term, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic resources to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the Wage Rate Provisions and Fringe Benefits contained hereto attached, shall be supplied for negotiation between the parties provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to the end of any contract term. Any adjustments in wage rates as a result of such negotiations shall become effective on the first day of July in any contract term. If no such notice is given the wage rates

and benefits hereto attached shall continue in effect. Failure to renew agreement on such wage and fringe benefits the union has the right to terminate the contract by giving a thirty (30) day notice of termination to the Employer.

Section 4. In the event of an inadvertent failure by either party to give the notice set forth in Section 1, 2, and 3 of this Article, such party may give such notice at any time prior to the expiration of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the same as first (60) day following such notice.

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

EMPLOYER:

CITY OF MUSKOGEE RIGHTS

P. L. Durrill
P. L. Durrill, City Manager

John C. Street
John C. Street, Finance Director

Kenneth E. Heineman
Kenneth E. Heineman, Mayor

UNION:

LOCAL UNION NO. 214,
Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

John C. Street
John C. Street, Finance Director

UNIFORM RULES AND REGULATIONS

1. ACCIDENTS:

- (a) Major chargeable Accident After full investigation - (discharge).
- (b) Minor chargeable accident - (first offense - reprimand; second offense - 3 day layoff; third offense - 1 week layoff; subsequent offenses - subject to discharge).
- (c) Failure to report all accidents promptly, and personal injury or major damage immediately - (first offense - 3 day layoff; second offense - 1 week layoff; subsequent offenses - subject to discharge).

2. EQUIPMENT:

- (a) Failure to report mechanically defective condition of equipment - (first offense - reprimand; subsequent offenses - 3 day layoff).
- (b) Unauthorized use of Motor vehicles - (Subject to layoff or discharge).
- (c) Failure to report breakdowns promptly - (first offense - reprimand; second offense - 3 day layoff).
- (d) Failure to properly protect equipment - (First offense - reprimand; second offense - reprimand; third offense - 3 day layoff; subsequent offenses - subject to discharge).
- (e) Failure to keep equipment in good appearance while engaged to do so under established City policy - (first offense - reprimand; second offense - 3 day layoff; third offense - subject to discharge).

3. CONDUCT:

- (a) Drinking on duty or on City property - (Subject to discharge).
- (b) Drinking prior to reporting for duty where employee's condition is such that it may affect the proper performance of his duties - (first offense - loss of day; second offense - 3 day layoff; third offense - subject to discharge).
- (c) Dishonesty to residents - (first offense - reprimand; second offense - 3 day layoff; third offense - subject to discharge).
- (d) Theft or dishonesty of any kind - (Discharged).

- (c) Failure to obeying off orders -
(First offense - reprimand; second offense - discharge).
- (d) Conviction of reckless driving -
(First offense - reprimand; second offense - 3 day layoff; third offense - subject to discharge).

4. REPORTS:

- (a) Failure to properly make out reports -
(Reprimand to 3 day layoff).
- (b) Failure to report to supervisor at specified times when required to do so, while on duty -
(First offense - reprimand; second offense - 3 day layoff to discharge in aggravated cases).

5. DRIVING:

- (a) Unlawful driving of land or equipment -
(First offense - reprimand; second offense - 3 day layoff; third offense - 1 week layoff; discharge in aggravated cases).
- (b) Failure to follow instructions as designated by supervisors -
(First offense - reprimand; subsequent offenses - 3 day layoff).
- (c) Taking vehicle periods at times other than specified in Union Agreement, without permission -
(First offense - reprimand; second offense - 3 day layoff; subsequent offenses - subject to discharge).

6. ATTENDANCE:

- (a) Absent for three (3) successive working days without notification -
(Voluntary quit).
- (b) Failure to notify City not less than one hour before regular working time when unable to report for duty -
(First offense - reprimand; second offense - reprimand; third offense - loss of day; fourth offense - loss of day; subsequent offenses - subject to discharge).
- (c) Reporting late for work -
(First offense - reprimand; second offense - reprimand; third offense - loss of day; fourth offense - loss of day; subsequent offenses - subject to discharge).

- (d) Absent one or two successive working days without notice. Penalty will not apply where satisfactory proof is given that notification by the employee was not possible -
(First offense - reprimand; second offense - 1 day layoff; third offense - discharge).

7. MISCELLANEOUS:

- (a) Unauthorized carrying of passengers -
(Subject to discharge).
- (b) Penalty for three minor offenses in a 60 day period - (See Note 1) -
(3 day layoff).
- (c) Penalty for three major offenses - (See Note 2) -
(Subject to discharge).

NOTE 1: A minor offense is defined as one for which the penalty is a reprimand.

NOTE 2: A major offense is defined as one for which the penalty is disciplinary time off.

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