

12/31/81

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TENTATIVE AGREEMENT

615 1/1/81

THIS AGREEMENT, made and entered into this 2nd day of July, 1981, by and between the City of Muskegon Heights, located in Muskegon Heights, Michigan, party of the first part, and hereinafter termed the "EMPLOYER" and the Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumble Avenue, Detroit, Michigan, party of the second part, hereafter called the "UNION".

WHEREAS, the parties hereto entered into a collective bargaining agreement dated November 28, 1979 which expires as of June 30, 1981 and;

WHEREAS, the parties have negotiated in good faith and have arrived at certain agreements and;

WHEREAS, the parties desire to set forth their agreements in writing;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the collective bargaining agreement referred to above dated November 28, 1979 and expiring as of June 30, 1981 shall be extended for a period of six months from July 1, 1981 up to and including December 31, 1981, on the same terms and conditions as contained in said contract unless specifically amended, in writing, by this agreement.

2. That between July 1, 1981 and December 31, 1981, classification and/or step increases similar to those provided in the collective bargaining agreement shall be continued between July 1, 1981 and December 31, 1981.

3. That Article VI Subcontracting on page 3 of the collective bargaining agreement shall be amended to read as follows:

FOR ECONOMIC REASONS

"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 effecting such sub-contracts, management shall attempt to avoid displacing or laying off bargaining unit personnel. However, if in management's sole discretion, layoffs are necessary, such layoffs shall be effected by inverse order of seniority within each department, and each employee to be laid off shall receive notice and have such rights as are provided by Article IX, Seniority."

Muskegon Heights, City of

City of Muskegon Heights  
City Hall  
2124 Peck Street  
Muskegon Heights, Michigan 49444

4. That each employee employed by the employer within the bargaining unit between July 1, 1981 and December 31, 1981 shall receive retroactive payment of 2% of annualized wages with said retroactivity to be computed on wages only between July 1, 1981 and December 31, 1981 and with such retroactivity to be payable on or before January 15, 1982.

5. That should the employer grant to the technical employees unit represented by the Office and Professional Employees International Local 10, contract extension benefits of greater than 2% retroactivity between July 1, 1981 and December 31, 1981 then the bargaining unit represented by this union shall receive the same extension benefits.

6. That the Union will irrevocably dismiss the class action -- subcontracting pay grievance, scheduled to be heard before Arbitrator E. J. Forsythe (being F.M.C.S. #81K-17740) and the Employer will reinstate the wage rates of any persons whose wage rates were diminished or reduced as a result of the April 5, 1981 transfers, retroactive to April 5, 1981.

Each of the parties hereto has informed the other party that this agreement is tentative in nature and must be confirmed and/or ratified by the members of the bargaining unit and by the City Council of the City of Muskegon Heights.

Tentative Agreement Approved by:

CITY OF MUSKEGON HEIGHTS

By 

Fred J. Shider  
City Manager

TEAMSTERS 214

By 

James John Panos  
Business Rep.