

3/31/90

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF PETOSKEY

D.P.W. UNIT

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL

WORKERS, LOCAL 214

Petoskey, City of

Effective April 1, 1987 through March 31, 1990

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
	Agreement	1
1	Recognition, Agency Shop and Dues	1
2	Management	4
3	Wages	5
4	Subcontracting	5
5	Extra Contract Agreements	6
6	Seniority	6
7	Discharge or Suspension	8
8	Grievance Procedure	9
9	Stewards	13
10	Absence	14
11	Limitation of Authority and Liability	15
12	Picket Line	16
13	Maintenance of Standards	17
14	General	17
15	Hospitalization, Pension and Life Insurance	18
16	Pay Period	22
17	Bonds	22
18	Loss or Damage	22
19	Uniforms	22
20	Equipment, Services, Accidents and Reports	23
21	Worker's Compensation	24
22	Military Service	25
23	Separability and Savings Clause	25
24	Hours	26

25	Call-In Pay	27
26	Daily and Weekly Overtime	28
27	Saturday, Sunday and Holidays - Hours Worked	28
28	Vacations	29
29	Holidays	32
30	Sick Leave	35
31	Paid for Time	36
32	Funeral Leave	37
33	Jury Duty	37
34	General Provisions	37
	Job Openings	37
	Posting of Notices	38
	Union Activities	38
	Chauffeur's License	39
	Inspection Privileges	39
	Lodging	39
	Job Classifications	39
	Mechanic Tools	40
	Periodic Health Vaccinations	40
	Medical Arbitration	40
	Safety Glasses and Shoes	41
	Safety Committee	41
	Federal and State Programs	42
	Seasonal and Part-Time Help	44
35	Savings Clause	45
36	Department Organization and Employee Classifications	45
37	Promotions/Vacancies	47
38	Termination of Agreement	49
	Schedule "A"	52
	Schedule "B"	54
	Letter of Understanding	55

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1987, by and between the CITY OF PETOSKEY, MICHIGAN, party of the first part, and hereinafter termed the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, located at 2825 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter termed 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 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.

WITNESSETH:

ARTICLE 1

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 Schedule "A".

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 concerning 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 received 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 satisfied 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 along with the grant of equal benefit contained in this Agreement.

b) In accordance with the policy set forth under paragraph (1) 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 present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

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

d) In the event court action of any kind is taken against the Employer because of compliance with this Article, Union will defend Employer and render Employer harmless from any and all actions and settlements of litigation.

Section 3.

The Employer agrees to deduct from the pay of each employee, all dues and initiation fees of Local 214, and pay such amount deducted to said Local 214, for each and every employee, provided, however, that the Union present to the Employer, authorizations signed by such employee, allowing such deductions and payments to the Local Union.

Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues or service fee owed under said Agreement, be deducted by the Employer from the employee's paycheck pursuant to State law, without such authorization slip being signed.

Section 4. Probationary Employees:

New employees covered by this Agreement shall be on probationary status for the first ninety (90) days of employment. Employee's probationary period may be extended for an additional sixty (60) days provided the Employer (City Manager) gives advance notice of such extension and the reasons therein. Upon completion of the employee's probationary period, he shall be put on the seniority list and such seniority shall commence from the date of hire. Probationary employees may be laid off or dismissed without recourse to the grievance procedure. The Steward will be given notice of the termination of a probationary employee. At the conclusion of the first ninety (90) day probationary period, the employee shall become eligible for the life insurance benefits, Teamsters Dental and Optical benefit, and hospitalization and medical insurance benefits as described in other sections of this Agreement.

ARTICLE 2

MANAGEMENT

The Employer shall remain vested with all management functions, but not limited to including the direction of the

staff, the full and exclusive right to hire, promote, demote, discharge, discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency, to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE 3

WAGES

Attached hereto and marked Schedule "A", is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents hereof shall constitute a part of this Agreement.

ARTICLE 4

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining

unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employee, so long as any employee in the bargaining unit is on layoff due to lack of work, or if no employees are laid off who are qualified to do the work proposed for subcontracting, except in the case of employees who are hired as a result of C.E.T.A. or other similar State or Federal funds and who are on layoff as a result of the loss of such funds.

ARTICLE 5

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 to collective bargaining. Any such agreement shall be null and void.

ARTICLE 6

SENIORITY

Section 1.

Strict seniority shall prevail in the layoff and rehire

of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. Employees covered by this Agreement shall be allowed to bump firefighters in the event of a layoff provided they have more seniority than the person they are bumping and they have the present ability to do the work of that person.

Section 2.

The Employer shall post a list of the employees arranged in order of their seniority. 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 layoff for a period of more than two (2) years.

Section 4.

In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work mailed to his last known address. 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 rights under this Agreement. Exceptions may be made due to unusual circumstances beyond the control of the employee.

Section 5.

The Stewards shall be granted super-seniority for

purposes of layoff and rehire.

Section 6.

An employee in a classification subject to the jurisdiction of the Union who has been in the past or will in the future be promoted to any supervisory position and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoff.

Section 7.

Shift preference shall be by seniority, excluding, however, shift workers.

The Employer shall use seniority when assigning work within a classification and within the division of the department, except that an employee initially assigned to a task will be allowed to complete that task or assignment.

ARTICLE 7

DISCHARGE OR SUSPENSION

The Employer shall not discharge or 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 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 drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than eighteen (18) months from the date of said warning notice. Discharge must be by proper written 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 made by written request 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 reached 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 8 hereof.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that all grievances, disputes or

complaints arising under and during the terms of this Agreement, shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings. 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, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1:

By conference between the aggrieved employee, the Steward, or both, and the supervisor and/or department head. It shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance.

STEP 2:

Before proceeding to Step 3, a hearing between the Union representative and the Employer and/or its representatives will be held within ten (10)

working days and a decision will be rendered in seven (7) working days after the meeting.

STEP 3:

In the event the last step fails to settle the grievance, the Union, within thirty (30) days, may submit the issues to an arbitrator selected from the Federal Mediation and Conciliation Service for final determination. Such decision will be binding on both parties.

Any grievance that is arbitrable, upon proper notification as provided in this Agreement, may be submitted to one arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained, the arbitrator will be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the arbitrator. The compensation and expenses of the arbitrator shall be shared equally by the City and the Union. The employee involved, or if a group grievance, one representative from the group may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness. The arbitrator shall have no power to add to, subtract from or modify this Agreement, or to declare any provisions of this Agreement illegal.

Section 3.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) working days after such has happened.

Section 4.

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 damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 5.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out or any other unauthorized cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 9

STEWARDS

The Employer recognizes the right of the Local Union membership to elect one (1) job Steward and one alternate from the Utilities Division and one (1) job Steward and one alternate from the Operations Division from the Employer's seniority list. The authority of the job Stewards 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) 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 stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's operations.

The job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's operation, except as authorized by official action'

of the Local Union. The Employer recognizes these limitations upon the authority of the job Stewards 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 Stewards have taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Stewards shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours. Such time spent in handling grievances during the Stewards' regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Stewards.

The elected Stewards or alternates, in the absence of the Stewards, who may investigate and present complaints during working hours, provided this does not disrupt normal work and time if cleared with department head.

ARTICLE 10

ABSENCE

Section 1.

Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the 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 the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications 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.

Section 2.

The Employer agrees to grant necessary and reasonable time off, 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.

ARTICLE 11

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, and the Union shall not be liable for such act.

Section 2.

Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 12

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 the Unions party to this Agreement and including primary picket lines at the Employer's place of operation. Provided that this section shall not apply to firefighters called to extinguish a fire, or to other employees called for emergency service to the premises of a customer of one of the Employer-operated utilities.

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, and other provisions of this Agreement to the contrary notwithstanding.

ARTICLE 13

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment uniformly applied in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Employer to confer with the Union on possible wage and benefit freezes or reductions in the event revenue is cut or is unavailable in order to avoid possible layoff of employees.

ARTICLE 14

GENERAL

Section 1.

The Employer agrees that it will allow the proper accredited representative of the Local Union access to any city owned facility at any time for the purpose of policing

the terms and conditions of this Agreement.

Section 2.

The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer other than personal records pertaining to a specific grievance.

ARTICLE 15

HOSPITALIZATION, PENSION & LIFE INSURANCE

Section 1.

The Employer shall provide, at its expense, Blue Cross/Blue Shield MVF-1 with Master Medical Option 4 and Riders ML and IMB-OB with the \$2.00 co-pay prescription drug rider for the employee and his family.

Upon retirement, employees may keep their Blue Cross/Blue Shield Plan in effect as part of the Employer group provided, however, the employee must pay the entire cost of the plan after his retirement.

Section 2.

The Employer shall provide employees covered by this Agreement retirement Plan C-1 under the Municipal Employees Retirement System (MERS). The Employer shall pay the full cost, including the employee's contribution, of this plan.

Effective April 1, 1988, this pension coverage shall be upgraded to (MERS) Plan C-2, with a B-1 base. The Employer

shall pay the full cost, including the employee's contribution, of this plan.

Section 3.

Life Insurance of \$12,500.00 per employee, term insurance, to be paid for by the Employer.

Section 4.

When an employee is laid off, the Employer will pay the next two (2) Blue Cross/Blue Shield monthly payments and life insurance payments. Coverage beyond two (2) payments is the responsibility of the employee.

Section 5.

When employee is off work due to job related injury, the Employer will:

1) Pay Blue Cross/Blue Shield premiums for six (6) monthly payments.

2) Pay life insurance premiums for six (6) months. For coverage beyond six (6) months up to a maximum of twenty-four (24) months, the employee is responsible for such payments at the group rate.

Section 6.

Employees who are on leave of absence or absent because of a non-job related injury shall be responsible for payment of their hospitalization and life insurance thirty (30) days after they have exhausted all sick leave and/or other accumulated time and are no longer on the active payroll.

Section 7.

The Employer shall have the right to change insurance providers if there is no decrease in benefits. The Employer shall give the Union notice of such changes prior to implementation.

Section 8. Teamster's Dental and Optical Insurance:

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in this Agreement, a Dental and Optical contribution (Plan 201) of:

- a) \$8.50 per week, effective April 1, 1987.
- b) \$9.35 per week, effective April 1, 1988.
- c) An amount necessary to maintain the plan, effective April 1, 1989.

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

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

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the

Employer shall continue to make the required contributions to the Health and Welfare Fund during that time the employee is off work, up to a period of thirty (30) days after the exhaustion of all sick and/or other paid leave time. If an employee is injured on the job, the Employer shall continue to pay the required contributions until the employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months from the date of disability or injury.

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

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

The Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration

of such fund, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 16

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two weeks on Thursday. All other employees shall be paid at the end of their working period. Not more than seven (7) days shall be held from a regular employee.

ARTICLE 17

BONDS

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

ARTICLE 18

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE 19

UNIFORMS

The Employer will provide, at its expense, uniforms to employees covered by this Agreement and shall maintain, at a

minimum, the program for uniforms in effect at the signing of this Agreement.

ARTICLE 20

EQUIPMENT, SERVICES, ACCIDENTS AND REPORTS

Section 1.

The Employer shall not require employees to take out on the streets or highways, any vehicle that is 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 unless such refusal is unjustified.

Section 2.

Under no circumstances will an 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 an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such

employee to disciplinary actions by the Employer.

Section 4.

Employees shall immediately, or at the end of their 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 employee. 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 motor pool supervisor.

Section 5.

Where new types of equipment and services for which rates of pay are not established by this Agreement are put into use, within operations covered by this contract, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 6.

The Employer shall install heaters, defrosters and windshield washers on all trucks and tractors and keep same in operating condition.

ARTICLE 21

WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness

claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees even though not required by State law.

ARTICLE 22

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, shall upon termination of such service, be re-employed 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.

ARTICLE 23

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any Riders thereto should 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 a final determination as to its validity, the terms 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 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 and/or Employer 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 24

HOURS

Section 1.

The regular work week shall commence on Monday, a.m. and end Friday, p.m.

Section 2.

All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay, Monday through Friday. The standard work week shall be eight (8) hours per day, Monday through Friday.

Section 3.

In the event that an employee does not work of his own volition or due to suspension or leave of absence during one of his regularly scheduled days, his weekly guarantee shall be reduced on the basis of the number of hours that would be normally worked that day.

Section 4.

There shall be no split shifts.

ARTICLE 25

CALL-IN PAY

Section 1.

Any employee who reports for regular work schedule and performs any work any day, Monday through Friday, shall be guaranteed eight (8) hours pay, Monday through Friday, at the rate specified in this Agreement.

Section 2.

Any employee called in to work on a holiday, Saturday or Sunday, shall be guaranteed three (3) hours at the rate of time and one-half (1-1/2).

Section 3.

Any employee who reports according to his regular work schedule but is not put to work shall be guaranteed three (3) hours pay at the rate specified in this Agreement.

Section 4.

Any employee called back after his regular work

schedule shall be guaranteed three (3) hours pay at the rate specified in this Agreement.

ARTICLE 26

DAILY AND WEEKLY OVERTIME

Section 1.

Eight (8) hours, Monday through Friday, shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half (1-1/2) shall be paid for all overtime in excess of eight (8) hours per day, Monday through Friday, or forty (40) hours per week, whichever is greater, but not both.

Section 2.

Scheduling of work shall be according to seniority. Overtime shall be distributed fairly and equitably among employees in each job classification.

ARTICLE 27

SATURDAY, SUNDAY AND HOLIDAYS - HOURS WORKED

Section 1.

Time and one-half (1-1/2) shall be paid for Sundays and holidays for all hours worked, even though in standard work schedule.

Section 2.

Time and one-half (1-1/2) for Saturday for all hours worked, even though in standard work schedule.

Section 3.

Seniority in the classification needed shall prevail in the distribution of all overtime work on a rotating basis. The senior employee in the classification needed shall be offered the overtime first and thereafter, the next senior person until the crew is assembled. Employees who are offered overtime and refuse such overtime shall be charged with the number of hours worked, only for the purpose of equalization of overtime. In the event a crew cannot be assembled after the last senior employee is called, then employees will be called in inverse order of seniority, and employees must report for duty. Employees shall not be charged for overtime if the Employer is unable to contact the employee by telephone.

Section 4.

The Employer agrees that it will maintain a record of overtime hours and will post that record for all employees to observe. As much as possible, the Employer will try to maintain equal overtime opportunities.

ARTICLE 28

VACATIONS

ELIGIBILITY

Section 1.

All employees in the bargaining unit shall become eligible for one (1) week's vacation with pay when they have attained one (1) year's seniority or more, provided that they have been on the active payroll for at least nine (9) months

during the last preceding year.

Section 2.

All employees in the bargaining unit shall become eligible for two (2) week's vacation with pay when they have attained two (2) years seniority or more, provided they have been on the active payroll for at least nine (9) months during the last preceding year.

Section 3.

All employees in the bargaining unit shall become eligible for three (3) weeks vacation with pay when they have attained seven (7) years seniority, provided that they have been on the active payroll for at least nine (9) months during the preceding year.

Section 4.

All employees in the bargaining unit shall become eligible for four (4) weeks vacation with pay when they have attained twelve (12) years seniority, provided that they have been on the active payroll for at least nine (9) months during the preceding year.

Section 5.

Vacation leave must be requested at least two (2) weeks prior. Vacation leave will be granted, however, with less than two (2) weeks notice in situations involving emergencies, illness, or other bonafide reasons which made such notice impossible.

Section 6.

Employees failing to work nine (9) months of a qualifying year for vacation purposes will be paid on a pro-rata basis, deducting one-twelfth (1/12th) of the vacation, which would have been due, for each month of work lost during the qualifying year.

AMOUNT OF VACATION PAY

Section 1.

Each week of vacation pay shall be equal to the weekly guarantee.

Section 2.

If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay of eight (8) hours at straight time hourly rate.

Section 3.

Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of Employer and Union.

Section 4.

An employee may request to have his paycheck issued to him on the last working day before vacation if the regular pay day falls during his vacation. Request to be made at least one (1) week in advance of the day that employee would like his check.

TIME FOR VACATION, LEAVE OF ABSENCE

Section 1.

The Employer shall have the right to determine vacation leaves of absence so that such vacation leaves of absence shall not interfere with efficient operation of the Employer.

Section 2.

Subject to Section 1 above, vacation requests shall be granted according to seniority.

Section 3.

Any employee who has earned his vacation and is separated from employment before taking it shall be paid the amount earned at the time of separation.

ARTICLE 29

HOLIDAYS

Section 1.

Employees shall not be required to work and shall be paid eight (8) hours' pay at the straight time hourly rate for the following nine (9) holidays:

New Year's Day	Friday after Thanksgiving
Memorial Day	The Day Before Christmas
Fourth of July	Christmas Day
Labor Day	Good Friday
Thanksgiving Day	

. . . provided they comply with the qualifications set forth hereinafter.

Section 2.

Employees called to work on any of the above holidays shall be paid a minimum of three (3) hours pay at the rate

specified in this Agreement.

Section 3.

In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that employee must work the regular scheduled work day which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

Section 4.

Employees who are serving their ninety (90) day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 5.

Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of absence due to occupational injury, or during a period of permissible absence.

Section 6.

If a holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case the employee shall receive an extra day's pay for such holiday in the week in which he returns to work. Said extra

day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall extra pay referred to herein be construed to be holiday pay, nor shall it be construed to be as hours worked for weekly overtime.

Section 7.

When a holiday falls on Saturday, it shall be celebrated on the preceding Friday.

Section 8.

When a holiday falls on Sunday, it shall be celebrated on the following Monday.

Section 9.

In any week in which the paid holiday falls, the work week shall be reduced on the basis of number of hours that would normally be worked that day and all hours in excess of this amount in such week shall be paid at the rates specified in this Agreement.

Section 10. Personal Leave Days:

Employees shall be entitled to two (2) personal leave days with pay per calendar year. Days to be scheduled with supervisor's approval.

ARTICLE 30

SICK LEAVE

Employees shall receive one (1) day sick leave for each month worked and pro-rated for less than a full year. Employees must be employed for at least one (1) year before eligible for any sick leave benefits. After that, the employee may use sick days as accumulated for the first year and each month thereafter as noted below. Illness of less than three (3) hours in one day will not be charged against sick leave. Illness of more than two (2) days will require a doctor's certificate, and proof of illness may be required for two (2) days illness or less. Where an employee is injured on the job and receives Worker's Compensation, sick leave accumulation may be used to supplement compensation and insure a full pay period. The Employer will make up the difference between compensation payments and a normal day's pay and charge one-half (1/2) day sick leave time against employee's accumulated sick leave.

Unused sick leave may be accumulated, calendar year by calendar year, up to a maximum of one hundred (100) days.

The Employer will pay in excess of sixty-five (65) days of accumulated sick leave upon retirement or death.

On January 1st of each year, an employee will be given an account of his sick leave bank.

Effective April 1, 1988, employees may, at their option and at time of retirement, receive a credit in the amount of fifty (50%) per cent of their accumulated sick leave to be used by the Employer for the purpose of paying the employee's

hospitalization insurance premiums, provided for elsewhere in this Agreement. This credit shall be equivalent to the hours of accumulated sick leave (eight (8) per day) times the employees hourly rate of pay at time of retirement. Upon exhaustion of this credit, the employee shall be responsible for the full cost of the hospitalization insurance premiums, provided he elects to remain on the Employers group coverage.

ARTICLE 31

PAID FOR TIME

Section 1.

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

Section 2.

Employees called to work shall be allowed sufficient time, without pay, to get to the job and shall draw full pay from the time ordered to report and register in.

Section 3.

The Employer must put the employee's hours worked and hourly rate on the paycheck stub.

ARTICLE 32

FUNERAL LEAVE

Employee will receive time required, not to exceed three (3) days, to attend funeral of mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, aunts, uncles or any other relative living in employee's household. Employee will receive a regular day's pay for the funeral of grandparents or grandparents-in-law. Upon approval of department head, employee may receive up to two (2) hours time off, with pay, to attend local funeral of relative or close friend.

For death of spouse or child or for a member of the immediate family whose funeral will be held outside of the State of Michigan, five (5) days funeral leave shall be granted.

ARTICLE 33

JURY DUTY

Employee will receive regular pay while on jury duty but will be required to turn in pay received as juror to the City, less any mileage allowance.

ARTICLE 34

GENERAL PROVISIONS

JOB OPENINGS

Section 1.

In the event of job openings covered by this Agreement, the Employer shall post said openings for one (1) week. Employees shall be permitted to bid for such job openings

only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union Steward or Union Representative before filling job openings. Employees transferred through such procedure will be given a thirty (30) day trial period on the job to which they were transferred. If the employee remains on the job after the trial period, he shall not be allowed to bid again for a six (6) month period from the date of the job change.

Section 2.

Job openings to be posted in five (5) days and filled five (5) days after posting time has expired.

Section 3.

Employees under this contract shall be allowed to bid on Firefighter's positions before the Employer goes to the outside for new help.

POSTING OF NOTICES

The Employer agrees to allow the posting of notices of Union meetings and other legitimate Union materials by an elected or appointed official of the Local Union.

UNION ACTIVITIES

Any employee, member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's

operation nor shall there be any discrimination against any employee because of Union membership or activities.

CHAUFFEUR'S LICENSE

If an employee's classification calls for a Chauffeur's License, he must obtain one and the Employer will pay the full cost.

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

LODGING

All employees out of town on Employer business shall be paid for all meals and lodging.

JOB CLASSIFICATIONS

Section 1.

The Employer agrees that any employee who is placed temporarily to work in a higher classification will receive the higher pay rate of that classification for the period of actual time worked within the higher classification.

Section 2.

Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period.

Section 3.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

Section 4.

Where two Public Works Maintenance Workers are called to operate sewer routing equipment, the senior Maintenance Worker will receive Equipment Operator's rate.

MECHANIC TOOLS

The Employer agrees to furnish necessary tools for Mechanics and Mechanics Helpers.

PERIODIC HEALTH VACCINATIONS

The Employer shall provide, at its expense, periodic vaccinations for all employees. Vaccinations shall be given through a doctor of the Employer's choosing and at intervals recommended by the Michigan Department of Public Health or as may be required by law.

MEDICAL ARBITRATION:

In the event that a dispute arises involving an employee's ability to return to work following an extended leave for illness or injury, and if the Employer is not satisfied with the determination of the treating physician, the Employer may, at its expense, require the employee to be examined by a doctor of the Employer's choosing. If the dispute still exists, final resolution, binding on both

parties, shall be a report of a third doctor chosen by the Employer's doctor and the employee's doctor. The cost of this report shall be shared equally by the Employer and the employee. This provision is in no way intended to supersede or amend any provisions or remedies available or required pursuant to Worker's Compensation law.

SAFETY GLASSES AND SHOES

A program will be established for the purchase of industrial safety glasses. The City will pay one-half (1/2) the cost of glasses only (not for examination), once per year for all personnel required to wear safety glasses.

A program will be set up for the purchase of safety shoes. Employer will pay one-half (1/2) the cost of shoes, once per year for all personnel required to wear safety shoes.

SAFETY COMMITTEE

Section 1.

A safety committee shall be established to promulgate and regulate standard safety practices and programs. The Employer agrees to implement all reasonable recommendations of the Safety Committee. The Employer shall have the right to establish and enforce safety rules and practices.

Section 2.

The Safety Committee shall be headed by the City Manager or his designated Safety Director. The committee shall consist of a Union representative from the Water, Waste

Water, and Electric Divisions and two Union representatives from the Operations Division of which one shall be a Union member from the Motor Pool.

Section 3.

The duties of the safety committee shall include, but not necessarily be limited to the following:

- a) Establish safety rules and regulations governing the operation of personnel and equipment in line with MIOSHA and other accepted safety practices.
- b) Plan and establish an ongoing safety program for all employees.
- c) Meet at least monthly to analyze accident reports and complaints and evaluate the effectiveness of the safety program.
- d) Periodically inspect all Employer operations and make recommendations to improve safety conditions.

FEDERAL AND STATE PROGRAMS

The Employer and the Union recognize they have joint obligations to cooperate with Federal and State Employment and Work Programs, such as CETA, on the Federal level and WORC, on the State level. Therefore, the following guidelines will be used to cover participation in these or similar programs:

Section 1.

Employees in long range programs (greater than six (6) months) will be classed as permanent employees, subject to

all conditions of this contract.

Section 2.

Employees in short range programs (less than six (6) months) will be classed as temporary employees, not subject to the general conditions of this contract and will receive such benefits as are required by law. Prior to starting these programs, the Employer will submit to the Union, a general outline of the program, the work to be performed, the number of employees anticipated and the wage scale and benefits to be paid. Union approval will be received prior to commencing the program; however, Union approval shall not be arbitrarily withheld so long as Union employees are not in jeopardy.

Programs will be designed to supplement Employer work forces, however, shall not be used to replace full-time employees and, further, the Employer will not lay off regular employees and replace them with temporary employees from these programs.

Section 3.

Where the City has permanent employees covered by this Agreement on layoff and the Employer desires to participate in Federal or State programs, these employees must be offered opportunities to return to work at the wage scale set for the program. They will retain all other benefits under this contract.

Section 4.

Special work forces such as Michigan Department of Corrections and Michigan Department of Social Services shall be classed as supplemental employees not subject to the terms of this Agreement and will receive only those benefits required, if any, by law. Prior to placing a supplemental work force into work situations, the Employer shall submit to the Union, a general outline of the program including the number of participants anticipated, the projects to be completed, and the approximate duration of the program. Union approval will be required prior to commencement of the project; however, such approval shall not be arbitrarily withheld.

These special work forces shall be used to supplement Employer work forces only and shall not replace full-time employees or cause the layoff of full-time employees. Their assignments will be limited to laboring tasks. Bargaining unit employees shall not be required to work with these special work forces, except to transport them to and from work sites, and refusal to work with them shall not be a violation of this Agreement.

SEASONAL AND PART-TIME HELP

The Union recognizes the need for the Employer to use seasonal or part-time help. Employer is free to do this and to set its own wage scale for such employees, who shall not be members of the bargaining unit. In the event that any members of the bargaining unit are on layoff during the time

seasonal, part-time or temporary help are required, these members would be offered first opportunity for the work at the prevailing wage for the work. Members would not be required to accept such offer.

Persons hired under this provision would be used only for limited seasonal work, such as at the Marina, Winter Sports Park, or other parks and special facilities, and would normally be limited to positions for sixteen (16) weeks or less.

ARTICLE 35

SAVINGS CLAUSE

If any proposal submitted by the Union cannot be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization; then such proposals, or any part thereof, including any retroactive requirements thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE 36

DEPARTMENT ORGANIZATION AND EMPLOYEE CLASSIFICATIONS

Section 1. Department:

Department classification for all Public Works operations of streets, sewers, buildings and ground and motor pool; and all water production-distribution, electric

distribution, and wastewater treatment functions of the City of Petoskey shall be incorporated into one general purpose department and shall be referred to as the "Department of Public Works". All employees covered by this contract shall be assigned to the Department of Public Works.

Section 2. Divisions:

Within the Department of Public Works there shall be four (4) divisions:

1. Operations Division (Streets, Sewers, Buildings and Grounds and Motor Pool)
2. Water Division
3. Waste Water Division
4. Electric Division

Section 3. Classifications:

All employee classifications (job titles) in effect prior to this Agreement shall be eliminated and replaced by the six (6) following classifications:

1. Custodian
2. Meter Service Worker
3. Public Works Equipment Operator
4. Public Works Mechanic
5. Public Works Technician
6. Public Works Crewleader

ARTICLE 37

PROMOTIONS/VACANCIES

Section 1. Promotions:

Promotion shall be defined as a status change from an employee's present classification to a classification with a higher maximum rate of pay.

Section 2. Vacancy:

A vacancy shall be defined as an opening in a classification within the bargaining unit.

Section 3. Announcements:

All promotions and vacancies, where applicable, shall be announced in writing and posted for a period of ten (10) working days for all employees within the Department of Public Works. Employees shall make their requests for promotion in writing within ten (10) days from the date of posting. Employees who fail to make such requests within this posting period shall not be considered for the position.

Section 4. Seniority:

Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. If a vacancy occurs, employees within the next lower classification performing similar work, by seniority, who have the necessary qualifications and/or schooling shall be offered the opportunity to fill the vacancy. If the vacancy is not filled in this manner, the employer shall offer the most senior qualified employee within the bargaining unit next

preference to fill the vacancy.

Section 5. Steps:

Each of the five Department of Public Works employee classifications (Public Works Maintenance Worker, Public Works Equipment Operator, Public Works Mechanic, Public Works Technician, and Public Works Crewleader) shall include five progression steps as contained in Schedule "A" of this Agreement.

Section 6. Entry Level Positions:

New employees shall be hired as Public Works Maintenance Workers and shall begin at Step 3. New employees shall serve a ninety (90) day probationary period, which can be extended sixty (60) days with approval of the employee and the Union. The employee's refusal to extend the probationary period can be grounds for termination.

Custodian-type duties shall be restricted to the Public Works Maintenance Worker classification Steps 1 and 2, but at the Employer's discretion.

Section 7. Temporary Assignments:

Employees shall be permitted to qualify for Public Works Mechanic and Public Works Technician classifications and assignments to these classifications can be made temporarily to substitute for permanent Mechanics and Technicians.

Employees temporarily assigned to these classifications

shall be compensated at rates established for their skill levels if temporary rates are more than their regular rates, provided that during such temporary assignments the employee substituting for a permanent Mechanic or Technician perform work at skill levels required of a permanent Mechanic or Technician.

Permanent assignments to these classifications shall be made by the Director of Public Works.

Section 8. Crewleaders:

Crewleader's positions shall be permanent only and filled exclusively at the Employer's discretion. In the absence of Crewleaders, authority over their functional areas may be reassigned to qualified bargaining unit employees or to the Crewleaders' immediate supervisor, at the Employer's discretion.

ARTICLE 38

TERMINATION OF AGREEMENT

Section 1.

This Agreement shall be in full force and effect from April 1, 1987, to and including March 31, 1990, 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 further provided 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 March 31, 1990, or March 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. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation notice of this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration date of this Agreement.

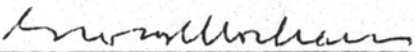
Section 4.

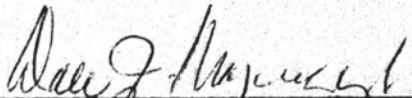
In the event of an inadvertent failure by either party to give notice as set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

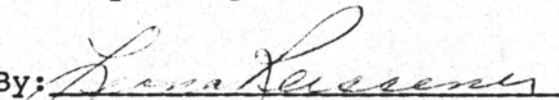
IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals the day and year above written.

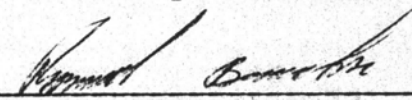
CITY OF PETOSKEY

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

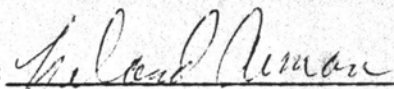
By: 
George Korthauer
City Manager

By: 
Dale J. Majerczyk
Business Representative

By: 
Leona Reissener

By: 
Ron Buckner, Steward

By: _____

By: 
Leland Arman, Steward

SCHEDULE "A"

DEPARTMENT OF PUBLIC WORKS
CLASSIFICATION AND HOURLY WAGE SCALE

<u>Hourly Rate by Step</u>	<u>Steps</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Public Works Maintenance Operator	\$8.89	\$9.04	\$10.13	\$10.18	\$10.23
Public Works Custodian	\$8.89	\$9.04	\$10.13	\$10.18	\$10.23
Public Works Meter Service Worker	\$8.89	\$9.04	\$10.13	\$10.18	\$10.23
Public Works Equipment Operator	\$10.28	\$10.37	\$10.45	\$10.53	\$10.61
Public Works Mechanic	\$10.28	\$10.39	\$10.46	\$10.61	\$10.72
Public Works Technician	\$10.28	\$10.39	\$10.46	\$10.61	\$10.72
Public Works Crew Leader	\$10.77	\$10.82	\$10.87	\$10.92	\$10.97

Effective April 1, 1987, all employees except the Custodian and Meter Service Worker who were previously classified as Public Works Maintenance Works shall be reclassified as Public Works Equipment Operators and compensated at Step 3 of that classification. Employees so reclassified shall have the term of this Agreement to, at their option, advance to Step 5 of that classification pursuant to the attached Letter of Understanding.

Effective April 1, 1987, all employees who were not reclassified as noted above shall receive a one time lump sum payment in the amount of Six Hundred and Fifty Dollars (\$650.00). Employees who were reclassified shall receive a one time lump sum payment of Two Hundred Dollars (\$200.00).

On the first pay period following April 1, 1989, all employees shall receive a one time lump sum payment in the amount of Seven Hundred and Fifty Dollars (\$750.00). Such payment shall be made by a separate check from the regular payroll check.

SCHEDULE "B"

The following are minimum operating time requirements for various pieces of equipment in Step 4 and Step 5 of the Public Works Equipment Operator Classification:

Step 4 Requirements:

Front-end Loader.	Thirty-six (36) hours
Sweeper-vacuum	Ten (10) hours
Sewer equipment *	Thirty (30) hours
Paint Machine	No minimum
Trencher	No minimum

Step 5 Requirements:

Loader/Backhoe	Thirty-six (36) hours
Loader/Blower	No minimum
Truck/Blower	Twenty-four (24) hours
Motor Grader **	Ten (10) hours
Dozer **	Ten (10) hours

The Employer shall include all hours that an employee operates, or has operated, the various pieces of equipment toward meeting the minimum operating requirements for advancement. At a minimum, the Employer agrees to include all hours that an employee has operated the equipment beginning April 1, 1985.

* Any combination of thirty (30) hours between the flex rod and the sewer jet equipment, provided that a minimum of ten (10) hours is spent on each piece.

** The employee need only qualify on one of these pieces of equipment to meet the minimum operating requirements.

LETTER OF UNDERSTANDING

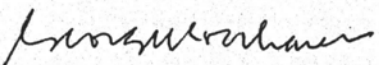
IT IS MUTUALLY AGREED between the Employer and the Union that this Letter of Understanding shall become part of, and be attached to the Collective Bargaining Agreement between the parties.


It is not the intent of the Employer, through the new method of classifying employees, to change the method of assigning employees within the Divisions in which they work.

IT IS, THEREFORE, AGREED between the parties under the terms of this Agreement, that employees shall not be required to perform work of another Division within the Department of Public Works, unless in cases of emergencies or to the extent permitted under the terms of the prior Agreement.

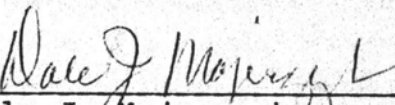
IT IS FURTHER AGREED that employees who were reclassified, effective April 1, 1987, from Public Works Maintenance Operator to Public Works Equipment Operator who elect to advance to Step 5 of the Public Works Equipment Operator Classification shall be permitted to do so at any time during the term of this Agreement. Advancement shall be automatic and effective upon meeting the minimum equipment operating time requirements of Schedule "B". The Employer shall offer opportunities to operate equipment needed for advancement by seniority until each employee who wishes to advance has had the opportunity to do so.

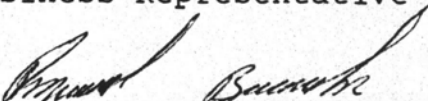
CITY OF PETOSKEY:

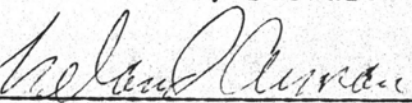
By: 
George Korthauer,
City Manager

By: 
Leona Reissener

TEAMSTERS LOCAL 214:

By: 
Dale J. Majerczyk,
Business Representative

By: 
Ron Buckner, Steward

By: 
Leland Arman, Steward