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File

A G R E E M E N T

BETWEEN

CITY OF MARINE CITY

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

Effective July 1, 1991 through June 30, 1995

Marine City

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LABOR AND INDUSTRY
RELATIONS
MICHIGAN STATE UNIVERSITY

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 18th day of October, 1991, by and between the CITY OF MARINE CITY, located at Marine City, Michigan, party of the first part, and hereinafter termed the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, party of the second part, hereinafter called the "Union".

WHEREAS, both parties are desirous 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 I

SCOPE OF AGREEMENT AND OPERATIONS COVERED

It is understood and agreed that this Agreement shall cover all hourly rated employees in the Department of Public Works which the Employer, bound by this Agreement performs within the City of Marine City, County of St. Clair in the State of Michigan, and which comes within the jurisdiction of this Union.

All present and future employees shall, as a condition of employment, reside in the Marine City Zip Code area.

ARTICLE II
RECOGNITION, UNION SHOP AND DUES

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of work, and other conditions of employment as provided for in this Agreement for all employees performing work within the classifications contained in this Agreement.

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. Neither party shall exert any pressure on or discriminate against an employee with regards to such matters.

Section 3.

Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligations to the extent that he receive 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 the 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 of the Union.

Section 4.

In accordance with the policy set forth above, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive 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 fo the Union's regular and usual dues and initiation fees. For regular employees, such payments shall commence on the completion of the thirty-

first (31st.) day worked by such employee or the 31st. day following the execution of this Agreement, whichever is the later. The Union recognizes that newly hired employees shall be placed on probation for the first one hundred twenty (120) days of their employment, and further, that probationary employees shall not enjoy the fringe benefits granted by this Agreement, and may be discharged during said probationary period without further recourse. It is understood that a probationary employee shall pay regular and usual monthly dues and initiation fees to the Union commencing on the thirty-first (31st.) day of employment.

Section 5.

During the period of time covered by this Agreement, the Employer agrees to deduct monthly from the pay of any employee all dues and/or initiation fees of the Union levied in accordance with its Constitution and By-Laws, provided however, that the Union presents to the Employer, authorizations signed by such employee, allowing such deductions and payments to the Union.

Section 6.

The amount of initiation fees and dues will be certified to the Employer by the Secretary/Treasurer of the Union.

Section 7.

If any provision of this Article should at any future time be held invalid under Federal Law or Michigan State Law, such provision shall be modified to comply with Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

ARTICLE III

STEWARD

The employees of the City may elect, from among the employees of the City, one (1) Steward. The authority of the Steward shall be limited to and shall not exceed

the following duties and activities, with the permission of the Supervisor providing the Steward notifies the Supervisor prior to leaving his duties:

- (1) The investigation and presentation of grievances to the Employer in accordance with the provisions of this 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 stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The Steward shall head the seniority list for purposes of layoff and recall but shall be subject to all the terms of this Agreement. Acting Stewards shall not have preferential seniority.

The Employer agrees to permit Steward to post and maintain Union notices on the premises when expressly authorized by officers of the Union and approved by the Employer.

Steward has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of all Stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitation, shall have the authority to render proper discipline including discharge without recourse, to any Steward in the event such Steward has taken unauthorized strike action, slowdown, or other work stoppage in violation of this Agreement.

All Stewards shall be employees of the Employer and shall perform the duties of the classification for which they are employed.

The Steward and alternate Steward shall receive time off with pay to attend contract negotiations with the Employer.

ARTICLE IV
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 employee or any individual employee. Any such agreement shall be null and void.

Section 2.

This Agreement shall be binding upon the parties hereto, their successors and assigns. Any successor shall be given notice of the existence of this Agreement and a copy of such notice shall be sent to Teamsters Local 214.

ARTICLE V
ARBITRATION AND 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 procedures herein provided and that there shall be at no time, any strikes, tie-ups of equipment, slowdowns, walkouts, or any cessation of work through the use of any method of lockout or legal proceedings, except as specifically agreed to in other superseding sections of this contract.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the questions may be submitted by either party for arbitration as hereinafter provided.

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 of his or her department.

Step 1A:

Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union.

STEP 2.

By Conference between an official or officials of the Union and the Manager, or representative of the City delegated by the Manager, or both.

STEP 3.

- (A) In the event the last step fails to settle the dispute then within Sixty (60) calendar days from the date of receipt of the decision rendered by the City Manager, the grievance must be submitted to arbitration.
- (B) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator.
- (C) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.
- (D) Each party shall be responsible for the expenses of the witnesses that they may call.
- (E) The Arbitrator shall not have jurisdiction to add to, subtract from, or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

- (F) The per diem fees of the Arbitrator shall be shared equally by the parties.
- (G) The Arbitrator shall render his decision, in writing, not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (H) The decision of the Arbitrator shall be final, conclusive and binding upon all employees, and the Employer and the Union.
- (I) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that he received as a replacement for lost wages during the period in question.

Section 3.

It is further agreed that in all cases of any unauthorized strike, slowdown, walkout 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 City, during the first day 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 4.

After the first day of such stoppage, however, the City shall have the right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walkout 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.

Section 5.

Should either party not accept and abide by the procedures set forth in this Article or the decisions resulting therefrom, then in such instance, any provisions of this contract notwithstanding, the party violating the terms of this Article shall be denied the benefits of this Article.

ARTICLE VI

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause. The following progressive discipline will apply:

- (A) Verbal warning
- (B) Written reprimand
- (C) One (1) day without pay
- (D) Three (3) days without pay
- (E) One (1) week off without pay
- (F) Two (2) weeks off without pay
- (G) Thirty (30) days off without pay
- (H) Termination

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 one (1) year 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) days from the date of discharge or

suspension. Appeal from discharge or suspension must be heard within ten (10) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided in Article V, hereof. If, however, the one-year provision in this Article is unworkable, it may be opened for renegotiation at the request of either party.

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously.

ARTICLE VII

PROTECTION OF RIGHTS

Section 1. Picket Line:

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.

Section 2. Grievances:

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 VIII

SENIORITY

Section 1.

Seniority rights for employees shall prevail. In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off; provided that the particular work done by the employee, and the length of service of said employee shall be considered to be determining factors; such determination to be made jointly by the Union and Employer. In returning

to work, the last employee laid off shall be the first employee rehired.

Section 2.

Seniority shall be broken only by discharge, voluntary quit or more than a twenty-four (24) month layoff. In the event of a layoff of less than twenty-four (24) months, an employee so laid off shall be given seven (7) calendar days notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said seven (7) calendar days, he shall lose all seniority rights under this Agreement.

Section 3.

A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. Any controversy over the seniority standing of any employee on this list shall be referred to the grievance procedure for settlement. Such determination shall be made without regard to whether the employees involved are members or not members of a Union.

ARTICLE IX

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement.

It is agreed that the provisions of this section shall not apply to inadvertent or of bona fide errors 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.

ARTICLE X
EQUIPMENT, 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 action 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 mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

Section 5.

Where new types of equipment 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 keep same in operating condition.

ARTICLE XI

LEAVE OF 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. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work due to proven sickness or injury shall not result in the loss of seniority rights. Any leave of absence taken shall be deducted from the vacation credits of the employee taking such leave.

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 men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE XII

SAFETY EQUIPMENT AND CLOTHING

The Employer shall furnish and maintain free of charge, all regular employees with gloves, boots, safety goggles, helmets, safety belts, raincoats, and gas masks when required. No employee shall be required/requested to wear any of the above equipment that does not bear a Union label.

The City to provide five (5) sets (pants and shirts) per year for each man. The employee is to keep uniforms laundered and in good repair. Three (3) additional coveralls to be provided and to remain in lockers for emergencies, along with one (1) set of insulated coveralls per man.

The City is to supply one (1) pair, per year, of industrial type safety shoes and other safety equipment currently being provided.

Work rules attached for dress code.

ARTICLE XIII

MILITARY CLAUSE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the Selective Services Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE XIV

COURT TIME

An employee called for jury duty or subpoenaed as a witness when not a principle in the case, shall receive his regular pay for that time away from the job. To

receive pay, the employee shall turn his jury pay or witness fee, excluding mileage, over to the City.

ARTICLE XV

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 whole or in part to any outside contractor or individual owner-operator or non-unit employees while any regular or probationary City employees are laid-off. It is agreed that the City shall subcontract refuse pick-up and disposal. City will subcontract if and when a job is more than City workers can handle; and, if and when employees refuse overtime to complete a job.

ARTICLE XVI

WORKERS COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injuries and sickness claims when such claims are due and owing. The Employer shall provide Workers Compensation for all employees covered by this Agreement even though not required by State Law.

ARTICLE XVII

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 of any kind whatsoever without the express approval of the Executive Board of the Local Union. The Union shall not be liable for any such activities unless expressly authorized.

Section 2.

Any individual employee or group of employees who willfully violate or disregard

the arbitration and grievance procedure set forth in Article V of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XVIII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or 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 remainder of this contract and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be effected 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 either party 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 XIX

TERMINATION CLAUSE

This agreement shall be in full force and effect from July 1, 1991, to and including June 30, 1995, 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.

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 July 1, 1995, or July 1st. of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Revisions agreed upon or ordered shall be effective as of July 1, 1991, or July 1st. of any subsequent contract year. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of October, 1991, effective July 1, 1991.

CITY OF MARINE CITY

By: Loretta Vandric
Loretta Vandric
City Manager

By: Ervin LaBuhn
Ervin LaBuhn, Mayor

By: Carol Ouellette
Carol Ouellette, City Clerk

By: Richard Ames
Richard Ames, P.W. Superintendent

TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS LOCAL 214

By: Les Barrett
Les Barrett
Business Representative

By: Ronald Danneels
Ronald Danneels, Steward

By: Thomas Posey
Thomas Posey, Alternate Steward

SCHEDULE "A"

ARTICLE I - WAGES

The following wage rates and provisions shall become and remain a part of the contract:

<u>CLASSIFICATION</u>	<u>7-1-91</u>	<u>1-1-92</u>	<u>7-1-92</u>	<u>1-1-93</u>	<u>7-1-93</u>	<u>1-1-94</u>	<u>7-1-94</u>	<u>1-1-95</u>
Utility Medium Equipment Operator	12.82	13.34	13.74	14.01	14.43	14.72	15.16	15.46
Utility Laborer	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
Working Foreman								

The Working Foreman shall receive thirty-five cents (\$0.35) per hour above the rate for the highest current classification (Equipment Operator/Mechanic).

The Working Foreman shall be chosen by the Employer from said classification. The selection process for the Working Foreman position will include testing, performance, general evaluation and seniority. Every effort will be made for the parties to be objective in the selection process. All employees from the highest classification will be given an opportunity to make application.

Employees may progress through the classifications (except for Working Foreman) as they acquire the skills required for each classification (see attached).

PROBATIONARY PERIOD:

New hires will start at twenty-five cents (\$0.25) less than base rate and receive fifteen cents (\$0.15) increase after four months, and full pay after one (1) year.

The hourly rate of pay of the Equipment Operator/Mechanic shall be one dollar (\$1.00) per hour higher than the hourly rate of pay for the Utility Medium Equipment Operator throughout the term of this Agreement.

ARTICLE II

HOURS OF WORK AND OVERTIME/OVERTIME PAY

Section 1.

All regular employees covered by this Agreement shall be guaranteed forty (40) hours of work or pay each week Monday through Friday. This guarantee does not apply to employees who are absent from work or excused for personal reasons.

Section 2.

All hours worked in excess of eight (8) hours in any one (1) day (except for the pilot program as described in the Letter of Agreement) or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1 1/2) the regular hourly rate but not both. Overtime shall not be pyramided.

Section 3.

The Employer agrees to rotate overtime among the regular employees in such manner as mutually agreed to among the employees providing employees are qualified.

Section 4.

All work performed on Sunday, as such, shall be paid at the rate of two (2) times the regular hourly rate.

Section 5.

All work performed on holidays shall be paid at the rate of double time (2) the regular rate, plus holiday pay.

Section 6.

Casual employees shall not be used to deprive regular employees of overtime.

Section 7.

In any week in which the paid holidays fall, the work week shall be thirty-two (32) hours, where the regular work week is forty (40) hours, and all hours worked in excess of thirty-two (32) hours in such week shall be paid at the rate of one

and one-half (1 1/2) times the regular rate providing the holidays falls within the scheduled work week.

Section 8.

At no time shall supervisory employees be assigned to perform any classified work covered under this Agreement while any regular employees are laid off unless in cases of emergency or circumstances beyond the control of the Employer.

Section 9.

An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1 1/2) times his hourly rate.

Section 10.

An employee reporting for call-in assignment shall be given three dollars (\$3.00) for a meal after each four (4) hour period of call-in.

Section 11.

The Employer will give each employee two (2) fifteen (15) minute coffee breaks in each eight (8) hour day; one to be taken before lunch, and the other to be taken in the afternoon.

ARTICLE III

LONGEVITY

Effective July 1, 1991:

5 - 10 years \$ 625.00

10 years + \$ 650.00

Payment to be made within the first two weeks of December.

ARTICLE IV

HOLIDAY AND HOLIDAY PAY

Section 1.

Regular employees shall be paid eight (8) hours pay at straight time hourly rates for the following holidays:

New Year's Day

Labor Day

Memorial Day

Thanksgiving

Independence Day

Christmas Day

In addition, each employee shall receive seven (7) floating holidays per fiscal year to be pro-rated upon hiring and termination. These holidays shall be scheduled in accordance with the provisions of scheduling vacation time.

Employees shall not be required to work on the above holidays.

Section 2.

In the event a holiday falls within an employee's vacation period, he shall be granted an additional vacation day's pay.

Section 3.

In order to qualify for holiday pay not worked, it is provided that regular employees must work the regular scheduled work day which 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 one hundred twenty (120) days probationary period are not entitled to holiday pay for holidays falling within the probationary period.

Section 5.

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to occupational injury or during period of permissible absence. This does not apply to employees taking a leave of absence for full-time employment with the Union.

Section 6.

If a holiday falls on Sunday, it shall be observed on Monday. If the holiday falls on Saturday, it will be observed on Friday.

ARTICLE V

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two (2) weeks. Not more than one (1) week's pay shall be withheld on any employee.

ARTICLE VI

SICK LEAVE

(A) Each employee covered by this Agreement will be entitled to sick leave accumulated in an individual single sick leave bank at the rate of one (1) day per month with a maximum accumulation of one hundred fifty (150) days.

(1) Any employee who has accumulated two hundred (200) hours, but less than four hundred sixteen (416) hours of sick leave in his individual bank and who has not used more than one-half (1/2) of his yearly accumulated sick time shall have the option to be paid at year end forty (40) hours of sick time benefits at the rate to which he shall be entitled under this Agreement or to maintain the forty (40) hours of sick time benefits in his individual sick leave bank. In the event the employee elects to be paid, said paid hours shall be deducted from his accumulated sick leave bank at the time of payment.

(2) An employee who has accumulated four hundred sixteen (416) hours or more of sick leave in his individual bank and who has not used more than one-half (1/2) of his yearly accumulated sick time shall be paid at year end forty (40) hours of sick time benefits at the rate to which he shall be entitled under this Agreement. Said paid hours shall be deducted from his accumulated sick leave bank at the time of payment.

(B) Sick leave shall be granted to an employee when he is incapacitated from the performance of his duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment.

(C) Sick leave provisions shall remain unchanged except that one hundred percent (100%) of accumulated sick leave may be applied toward early retirement. Early retirement shall mean twenty (20) years of service.

(D) Upon retirement from the Employer the employee or in the event of death, the employee's spouse or estate, shall be paid for all of his unused sick leave days at his current rate of pay.

Upon termination of employment an employee shall be paid for his unused accumulated sick leave days at his current rate of pay in accordance with the following:

1 - 9 years of service	25%
10 years and over	50%

(E) Records of sick leave accumulated and taken shall be furnished to the employee on or about July 1st. of each year.

(F) Any employee absent three (3) consecutive work days due to claimed illness shall, upon the Employer's request, furnish a medical doctor's statement of incapacity to work.

(G) The Employer reserves the right to have any employee absent due to claimed illness examined by a doctor of the Employer's choice, at the Employer's expense, but the employee shall have the choice of the following types of doctors: medical, osteopathic or chiropractic.

(H) Employees absent from work due to claimed illness or otherwise, shall inform the Employer of such absence by telephone prior to their starting time except in emergencies.

(I) An employee should stay home from work when he is ill to avoid infecting other employees. An employee should be respectful of himself and fellow employees when using sick time. Mis-use of sick time is considered a hindrance to the department and, therefore, all sick time will be carefully monitored by supervision.

(J) Medication prescribed by a doctor should be accompanied by a note to the Superintendent when, in the opinion of the physician, the medication would restrict the employee from doing his regular work duties.

(K) In the event that mis-use of the above policy is apparent by the employee, the following progressive discipline will be used:

- 1st. infraction : A verbal warning and loss of pay for the missed work time.
- 2nd. infraction : A written warning and loss of pay for the missed work time.
- 3rd. infraction : Three (3) days off from work without pay.
- 4th. infraction : One (1) week off without pay.
- 5th. infraction : Grounds for termination.

(L) Non-Job Related Disability: Employees who are disabled and unable to work due to illness or disability shall be paid in accordance with the following schedule:

- Payment start date : 15th day of disability
- Payment length : 52 weeks
- Payment amount : Four (4) days pay per week at 70% of regular gross pay.
Employee makes use of sick leave for additional day pay.

The employee shall at all times during such disability make himself available for examination by a physician of the Employer's choosing. Should said physical certify the employee fit to perform work, the employee shall return to his employment and no further benefits shall be payable hereunder unless disability is further established to the satisfaction of Employer.

Length of payment as set out herein shall be limited to fifty-two (52) weeks during the employment of the employee for any and all illnesses or disabilities of a non-job related nature.

The Employer shall have the right to employ temporary personnel for the period of disability hereunder who shall be covered by the probationary provisions (Article II, Section 4) of this Agreement, for purposes of this Article.

ARTICLE VII

VACATION AND VACATION PAY

Section 1.

Employees who have been employed with the City and have accumulated the following

seniority shall receive vacation and vacation pay as follows:

1 year seniority or more	two (2) weeks
5 years seniority or more	three (3) weeks
11 years seniority or more	four (4) weeks

Section 2.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of the employees consistent with the efficient operation of the Employer's business.

Section 3.

Employees, upon giving of a reasonable notice of not less than one (1) week to the Employer, shall be given his vacation pay before starting on his earned vacation.

Section 4.

Employees who quit or are discharged before the end of their vacation employment years shall be eligible for vacation pay upon termination.

Section 5.

The following policy in relation to vacation/floating holidays will be adhered to: Employee will be allowed to take time off from work according to the departmental policies designed by the Superintendent based on the effective operation of the department.

A. Time off with or without pay will fall under the following types of off time:

- (1) Regular vacation (2-4 weeks depending on seniority)
- (2) Floating holidays (7 per year pro-rated throughout year)
- (3) Leave of absence

B. Basic work rules for the use of off-time are as follows:

- (1) Regular vacation of three (3) or more days must be approved by the Superintendent seventy-two (72) hours prior to scheduled dates.

- (2) Regular vacation or Floating Holidays consisting of two (2) days must be approved by the Superintendent forty-eight (48) hours prior to scheduled dates.
 - (3) Regular vacation or Floating Holidays consisting of one (1) day must be approved by the Superintendent twenty-four (24) hours in advance.
 - (4) No more than two (2) employees will be allowed off at any given time.
 - (5) In the event that more than two (2) regular employees request the day(s) off, seniority will be the determining factor.
 - (6) It is expected that all employees including supervision will be respectful of other employees needs and desires when bumping lower seniority employees.
- C. The seniority ranking for off-time is as follows:
- (1) The Steward
 - (2) All other employees by date of employment
- D. Advance notice of more than the specified time period is greatly appreciated.
- E. The Superintendent reserves the right to reject any requests where absence from work would not be conducive to the effective operation of the department.
- F. When an employee is refused requested off-time and consequently he cannot take his off-time during the scheduled year, the time may be carried over to the next year. Current City policy in regards to this will be used.

ARTICLE VIII

GENERAL WORKING CONDITIONS

Section 1.

When an employee is transferred from a lower classification into a higher classification, he shall receive the rate of pay for the higher classification.

When an employee is transferred temporarily from the higher classification into the lower classification, he shall receive the rate of pay for the higher classification.

When an employee is transferred permanently from the higher classification into the lower classification, he shall not lose his higher classification rate of pay.

Section 2.

The Employer agrees to provide safe and proper transportation for the employees to and from job sites and will not require any employee to ride in dump boxes or more than two (2) employees in the cab.

Section 3.

Employer shall notify all employees in their respective fields whenever there are any seminars or educational programs available which are pertaining to their job.

Employees selected for such seminars or classes shall not lose any vacation time or sick leave as a result thereof but in addition, shall be paid travel time to and from such seminar or classes including meals and lodging plus their regular hourly rate of pay for all time spent attending such seminars or classes.

ARTICLE IX

JOB OPENINGS

Section 1.

All job openings in any classification covered under this Agreement shall be posted for bid for a period of five (5) days, excluding Saturday and Sunday and holidays and all bids shall be submitted in writing during this period.

Section 2.

Jobs shall be awarded on the basis of seniority and qualifications. When qualifications are equal, seniority shall be the determining factor.

Section 3.

When an employee is incapable to perform his regular duties, due to an occupational injury, the Employer shall provide suitable employment to such employees.

When such employee is assigned to a job, and the rate of pay in the assigned classification is lower than his previous rate, in such case, the employee shall receive

the rate of pay of the lower classification.

Section 4.

When an employee is incapable of performing his regular duties due to a non-occupational injury, he shall be required in any case, to bring a doctor's certificate before returning to work.

ARTICLE X

PENSION

Each employee is to belong to the City's Pension Plan and pay five percent (5%) of Gross Salary to be deducted from salary, with City paying 8.08%, as other employees of the City.

ARTICLE XI

HOSPITALIZATION

The Employer agrees to pay the full amount for each employee covered by this Agreement toward the maintenance of the Employee's Blue Cross/Blue Shield Hospitalization Plan MVF-I, plus Master Medical, Blue Cross Prescription Drug Rider (\$2.00 for drugs).

Dental and Optical:

For the term of this Agreement, the Employer agrees to provide the employees of this unit a Blue Cross Dental and Optical Plan. The City shall provide dental insurance Class I and II 75/25 coverage for full family coverage, and pay the cost for such dental plan. City to provide Optical Insurance comparable to administrative employees coverage.

The City shall provide orthodontic coverage with 50% coverage of Class IV Dental Services, with a lifetime maximum of \$1,000.00 per member, as described in the policy for the employee and his dependents.

In the event another employee group within the City receives the benefit of paid

hospitalization upon retirement then the Teamsters will be included in the Hospitalization Plan for Retirees should one be created.

ARTICLE XII

GROUP INSURANCE

Effective July 1, 1991 the Employer agrees to provide a group insurance policy for each employee covered by this Agreement and at no cost to the employee with a principle death benefit of \$35,000 and the A D & D coverage shall be increased to \$35,000.00.

ARTICLE XIII

LICENSE INCENTIVE

The license incentive plan shall be changed as follows:

S-4 License \$ 0.15 per hour

S-3 License \$ 0.20 per hour

S-2 License \$ 0.25 per hour

ARTICLE XIV

MISCELLANEOUS

The Employer agrees to provide change-room facilities with hot water, towels, etc., along with protective gear necessary to the proper performance of unit work, also lockers for storage of this equipment.

ARTICLE XV

DEPARTMENTAL POLICIES AND WORK RULES

Dress Code:

Because the Department is a Public Service Department that is constantly in the "public eye", good grooming is essential to insure good public relations. The following work rules will be strictly enforced, and progressive discipline for failure to adhere to the rules is outlined below.

- (1) The City will provide five (5) sets of uniforms (pants and shirts) in a unified color scheme along with various protective clothing and equipment for the use of its employees. It is the responsibility of each employee to keep this clothing and equipment clean and mended and to use it with respect. Uniforms and protective clothing are to be worn at all times, both regular and overtime hours.
- (2) In the event that an employee reports to work (regular or overtime) without his uniform or his uniform is dirty or in dis-repair, the employee will be sent home and will not be paid until he returns to work properly attired.
- (3) If an employee repeatedly reports for work not properly attired, the following progressive discipline will be used.
 - 1st. infraction : A verbal warning will be issued and the employee will be sent home and not receive pay until he reports back to work properly attired.
 - 2nd. infraction : A written warning will be issued and the employee will be sent home and not receive pay until he reports back to work properly attired.
 - 3rd. infraction : One (1) day off from work without pay.
 - 4th infraction : Three (3) days off from work without pay.
 - 5th. infraction : Five (5) days off from work without pay.

Proper personal hygiene will also be expected. Hair and beards are to be trimmed neatly and washed and not to be kept at a length that will conflict with safe working practices.

Work Rules:

- (1) Routine bathing to prevent body odor is expected.
- (2) Shaving on a daily basis. Some leniency will be allowed where shift work or overtime is involved.

Soap, hot water, towels, along with lockers to keep grooming aids are provided and there will be no excuses for poor hygiene.

Note:

Uniforms are to be used at work and work only. Uniforms are not to be worn evenings, weekends, or during scheduled off-time. Mis-use of City owned uniforms will result in the following progressive discipline.

- 1st. infraction : Verbal warning.
- 2nd. infraction : Written warning plus one (1) day off of work without pay.
- 3rd. infraction : Will result in the loss of the uniform.

Protective Clothing

- (1) Hard hats
- (2) Reflective vests
- (3) Eye goggles

Effective immediately, the above mentioned protective clothing shall be worn at all times during the following situations:

Hard Hats:

Hard hats will be worn at all times when road work is being done, and when the following pieces of power equipment are being used:

- (1) Road grader
- (2) Tractor loader
- (3) Backhoe

Reflective Vests:

Reflective vests will be worn when doing all road work.

Eye Goggles:

Protective eye goggles will now be worn when using any power tools.

Infractions of the above rules will be handled in the following manner:

- 1st. infraction : Verbal reprimand
- 2nd. infraction : Written reprimand
- 3rd. infraction : Three (3) days off work without pay
- 4th. infraction : Five (5) days off work without pay
- 5th. infraction : Grounds for termination.

Note:

One (1) pair of steel toe work boots will be supplied for each employee, one pair per year. Work boots should not be worn at any other time than regular work days or overtime. Cost for boots will be at the maximum of one hundred dollars (\$100). Anything over \$100 will be paid by the employee. If the boots wear out prematurely, and they have not been mis-used or worn during times other than work time, a new pair will be issued. Mis-use of City-owned work boots will be handled with the above progressive discipline.

Shift Work:

The regular shift hours for all employees are as follows:

Monday through Friday, 7:30 a.m. to 4:00 p.m.

Employees called back to work after their regular quitting time and before their regular starting time shall receive a minimum of two (2) hours at time and one-half (1 1/2), and time and one-half (1 1/2) for all hours should such work be more than two (2) hours.

This Section shall not apply to overtime scheduled for the following:

- (1) Street Sweeping
- (2) Hydrant Flushing
- (3) Hanging Christmas Decorations

For these duties, an employee shall receive overtime only if he or she works more than eight (8) hours in a single twenty-four (24) hour period.

Continued Job Classification Breakdown - As follows (highest classification being #1):

- (1) WORKING FOREMAN would include the following duties: overseeing work performed by the men under him as needed, and would also include being required to perform all those duties below his classification as needed. The Working Foreman position will include testing, performance, general evaluation, and seniority. Every effort will be made for the parties to be objective in the selection process. All employees from the highest classification will be given an opportunity to make application.
- (2) UTILITY EQUIPMENT OPERATOR/MECHANIC would include the following duties: Grader, backhoe, performance of routine maintenance and repair on City equipment, and would also be required to perform all those duties below his classification as needed.
- (3) UTILITY MEDIUM EQUIPMENT OPERATOR would include the following duties: Front end loader, sweeper, under carriage truck, sewer rodder, repair water leaks. Would also be required to perform all those duties below his classification as needed.
- (4) UTILITY LABORER would include the following duties: Cement saw, chain saw, power mower, dump truck, pick-up truck. Would also be required to perform all those duties below his classification as needed.
- (5) UTILITY LABORER PROBATIONARY would include the following duties: Same as Utility Laborer.

ARTICLE XVI

FUNERAL LEAVE

An employee shall be allowed three (3) working days, with pay, between the date of death and date of funeral, as funeral leave days not to be deducted from sick leave for

NOTICE

JULY 15, 1991 THROUGH SEPTEMBER 27, 1991

The Department of Public Works will be working 4 ten hour days. This will be paid at regular time; anything over 10 hours a day will be paid per contract. There will be times and possibly weeks when this will not work - Summer Festival, etc. As Supervisor I will have the right to return the work schedule to 5 eight hour days at any time. Please note this will be on a trial basis to be reviewed at the end of September.

a death in the immediate family. Immediate family is to be defined as follows: Mother, mother-in-law, father, father-in-law, brother, sister, wife or husband, son or daughter, grandparents and grandchildren, a member of the employee's household of the employee, or the employee's spouse. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay not to be deducted from sick leave. Two additional paid funeral leave days shall be granted for employees who attend the funeral of a member of the immediate family, when such funeral takes place more than 300 miles from Marine City, Michigan. These two additional funeral leave days shall be deducted from sick leave accumulation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 18 day of October, 1991.

CITY OF MARINE CITY

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214

By: Loretta Vandric
Loretta Vandric, City Manager

By: Les Barnett
Les Barnett, Business Representative

By: Ervin LaBuhn
Ervin LaBuhn, Mayor

By: Ronald Danneels
Ronald Danneels, Steward

By: Carol Ouellette
Carol Ouellette, City Clerk

By: Thomas Posey
Thomas Posey, Alternate Steward

By: Richard Ames
Richard Ames
P.W. Superintendent

LETTER OF UNDERSTANDING

BETWEEN

CITY OF MARINE CITY
AND
TEAMSTERS LOCAL 214

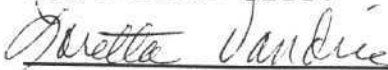
It is agreed between the parties that a pilot program of four ten hour days per work week may be instituted during the contract period in place of the regular five eight hour days per work week scheduled. The following conditions will be a part of the pilot program:

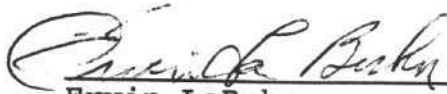
1. For those employees assigned to the four ten hour days scheduled overtime will be paid after ten hours of work. The requirement of payment of overtime after eight hours per day in Schedule A, Article II, Section 2 is waived for these employees.

2. An employee will be paid for ten hours for a sick day, vacation day, holiday, floating holiday and funeral leave day used during the period assigned to the pilot program.

3. All other portions of the contract will remain in full force and effect during the term of the pilot program.

FOR MARINE CITY:


Loretta Vandric
City Manager

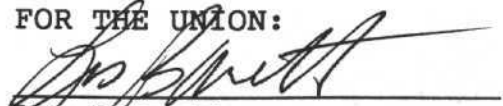

Ervin LaBuhn
Mayor



Carol Quелlette
City Clerk



Richard Ames
P.W. Superintendent

DATED: 10-24-91

FOR THE UNION:


Les Barrett
Business Representative


Ronald Danneels
Steward


Thomas Posey
Alternate Steward

DATED: 10-25-91