



AGREEMENT
BETWEEN
THE CITY OF ESCANABA
AND



TEAMSTERS LOCAL NO. 214 I.B.T.

Effective:
July 1, 2009
Through
June 30, 2012

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition, Security & Union Deductions	3
1.5	Management Rights	4
2	Sick Leave	6
3	Funeral Leave/Personal Day	7
4	Leave of Absence	7
5	Military Leave	8
6	Jury Duty Leave	8
7	Seniority	8
8	Grievance & Arbitration	11
9	Wages & Pay Periods	12
10	Holidays	13
11	Vacations	14
12	Hours of Work, Overtime & Premium Pay	15
13	Discipline & Discharge	19
14	Insurance - Hospitalization, Life, Dental	19
15	Disability	19
16	Retirement	20
17	Longevity	21
18	Compensatory Time	22
19	General Provisions	22
20	Term of This Agreement	24
	Schedule "A" (Classification by Department)	26
	Schedule "B" (Wage Rates)	27

THIS AGREEMENT, made and entered into this ____ day of December, 2009, by and

between the **CITY OF ESCANABA**, hereinafter referred to as the "Employer" and **TEAMSTERS UNION LOCAL NO. 214**, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, hereinafter referred to as the "Union".

PURPOSE AND INTENT: The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 **RECOGNITION, SECURITY AND UNION DEDUCTIONS**

SECTION 1. The Employer recognizes and acknowledges the Union as the exclusive representative in collective bargaining with the Employer for all of the Employer's employees, excluding Department Heads, Water and Wastewater employees, Supervisors, Electrical Department employees, Public Safety Department and confidential employees engaged in the performance of the duties for managerial and administrative personnel involved in labor relations and matters of a confidential nature.

SECTION 2. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment affecting all employees of the Employer included in the bargaining unit herein acknowledged.

SECTION 3. Membership in the Union is not compulsory. All employees, except temporary or part-time and seasonal employees, have the right, hereby acknowledged, to join and maintain membership in the Union; however, neither party shall discriminate against any employee on the basis of membership or non-membership in the Union. A seasonal employee shall be defined as an employee hired for a specific period of employment not greater than six (6) months; and a part-time employee shall be defined as an employee employed for work assigned for an average of not greater than twenty (20) hours per week during any consecutive four (4) week period.

SECTION 4. All employees in the bargaining unit covered by this Agreement shall, as a condition of continued employment, pay to the Union such initiation fee and regular Union dues as may, from time to time, be approved by the membership of the Union, or an amount of money equal to such initiation fee and regular Union dues. All new employees hired in classifications covered by the terms and provisions of the Agreement, and within the bargaining unit defined herein, shall commence payment of such fee and/or dues thirty-one (31) days following the

termination of the six (6) month probation period hereinafter provided; and the payment of such fees and/or dues shall be a condition of continued employment. Permanent employees who fail or refuse to perform the requirements set forth herein shall be separated from employment with the City.

SECTION 5. Any provision of this Agreement which may hereafter be found to be, or may hereafter become, invalid under the laws of the United States or of the State of Michigan shall be subject to renegotiation upon the request of either of the parties hereto in order to provide an adequate replacement.

SECTION 6. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee governed by the terms and provisions hereof all dues and/or initiation fees of the Union, or amount equivalent thereto, and pay such amount deducted to the Union, provided, however, that the Union presents to the Employer written authorization signed by such employee, allowing such deductions and payments to the Union.

SECTION 7. The City recognizes one (1) Union Steward representing City Hall, Library, Public Safety and Recreation Teamster 214 employees; and one Steward representing the Department of Public Works Teamster 214 employees. Steward duties will continue to be performed as they have in the past.

SECTION 8. The Union and the Employer agree that the success of this organization largely depends on mutual cooperation between the parties. The Union recognizes that the Employer is responsible to operate in an efficient manner, and the Employer recognizes that, whenever possible, it is to everyone's best interest to improve the daily work life of the employees. Both parties agree to provide positive leadership in the development of a climate of mutual cooperation.

SECTION 9. The City recognizes the need for training employees in the various classifications. However, additional individual training programs, necessary to meet departmental needs, will be worked out between the Human Resource Department and the Union where required.

ARTICLE 1.5 **MANAGEMENT RIGHTS**

SECTION 1. Except to the extent expressly abridged by specific provisions of this Agreement, the Employer reserves and retains, solely and exclusively, all of its Common Law rights to manage the business, as such rights existed prior to the execution of this Agreement with the Union. The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited to, the following:

- A. To determine the existence or non-existence of facts which are the basis of a management decision not subject to the grievance or arbitration provisions of the Agreement; and to independently investigate the facts which are the basis of a management decision subject to the grievance or arbitration provisions of this

Agreement;

- B. To determine prices of services, extent of services and methods of financing;
- C. To discontinue services;
- D. To contract services, or any part of a service, free from the liabilities of this Agreement, when such contracting will not result in lost time for any employee covered by this Agreement;
- E. To establish or to continue policies, practices and procedures for the conduct of business and, from time to time, to change or abolish such policies, practices or procedures after written notice to the union;
- F. To determine and re-determine the number, location, relocation and types of operations, and the methods, processes and materials and services to be employed;
- G. To discontinue services, processes or operations;
- H. To discontinue the performance of services, processes and operations by employees covered by this Agreement when such action shall not result in lost time to employees covered by this Agreement;
- I. To determine the number of hours per day or per week that operations shall be carried on;
- J. To select and to determine the number and types of employees required;
- K. To assign work to such employees in accordance with the requirements determined by management;
- L. To demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons not otherwise governed by this Agreement;
- M. To determine the facts relating to lack of work;
- N. To make and enforce reasonable rules for the maintenance of discipline, subject to the express provisions of this Agreement, including the procedures established herein for the resolution of grievances;
- O. To suspend, discharge or otherwise discipline employees for just cause, as defined by the terms and provisions of this Agreement, and to otherwise take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the City, provided such rights do not modify, amend or abridge any of the employee rights covered by this agreement.

SECTION 2. This Agreement does not in any way abridge the right and responsibility of the citizens of Escanaba, acting either through their elected representatives, or as a group, or singularly, from expressing their will and ideas relative to City policy, administration and financing as set forth in the City Charter and the Michigan Home Rule Act.

ARTICLE 2
SICK LEAVE

- A. Sick leave will be accrued for all full-time employees at the rate of twelve (12) days per year during the term of this Agreement. Unused sick leave shall be allowed to accumulate without maximum limitation.
- B. It shall be the responsibility of the Employer to maintain sick leave records and it shall be the responsibility of each employee to verify the record and notify the Employer if a discrepancy is noted. The Employer shall disclose to any employee the amount of unused sick leave credited to such employee, upon the request of the employee.
- C. An employee shall be credited for accrued sick leave on the first day of each month following the date of the commencement of employment; except that no employee may use sick leave until he has been employed for six (6) months.
- D. Employees retiring from the City's service under the City's retirement plan will be compensated for unused, accumulated sick leave in accordance with the following formula:

All unused sick leave accumulated over and above 500 hours shall be paid at one-half (½) of the employee's hourly rate at the last day worked, not to exceed \$1,500.

Retiring, for purposes of this provision, shall be defined as receiving a regular pension benefit within 60 days of separation.

- E. Each department head will be responsible for approving sick leave, and he may do so only for valid reason, and after an employee informs him of his intention not to report to work. Each employee shall be responsible to notify his department head of their intended absence, unless such employee is hospitalized, or otherwise unable to tender such notification. Written verification of illness by a physician shall constitute sufficient showing of valid reason for absence due to illness; however, the lack of such verification shall not, in and of itself, be evidence of abuse of sick leave.
- F. The department head responsible for approving sick leave may require a doctor's examination for any employee requesting sick leave. The cost of such examination shall be paid by the City; and if upon such examination the examining doctor should determine the employee to be fit for duty, the employee will report for duty or be

taken off sick leave, except, however, that any dispute arising hereunder shall be subject to grievance and arbitration procedure hereinafter set forth.

ARTICLE 3
FUNERAL LEAVE/PERSONAL DAY

- A. **FUNERAL LEAVE** Funeral leave will be granted in the event of a death in the immediate family, the immediate family being defined as follows: spouse, mother and father of spouse, mother and father of employee, children of employee, stepchildren of the employee, brothers and sisters of employee, brothers-in-law and sisters-in-law, grandmother and grandfather of employee, stepmother and stepfather of employee, sons-in-law and daughters-in-law, and grandchildren of the employee. Leave granted in the event of a death in the immediate family shall not be deducted from sick leave and shall be paid at the employee's regular rate. Duration of such leave shall be determined in the reasonable exercise of the Employer's discretion in light of the circumstances of each individual occasion for the taking of such leave.
- B. **PERSONAL DAY** Each employee will be granted two (2) "personal days" per fiscal year, which can be accumulated to no more than 4 days total. Advance notice (prior to the day it will be utilized) is not required, but is appropriate, as it will assist department heads in their scheduling functions. Notification is required no later than the beginning of the shift that the employee is requesting the leave for, except in the rare case when notification is impractical. When the notification is not timely, the employee will subsequently be required to provide an explanation for the lack of notice.
- C. Department heads are urged to make every effort to allow employees the use of the time as requested. However, if the granting of a personal day results in staffing below minimum requirements, they should deny the request.

ARTICLE 4
LEAVE OF ABSENCE

- A. Leave of absence may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner of the necessity of the request for leave of absence, and his decision will be based on the value of the employee to the City, departmental needs and the purpose of the request.
- B. Limited leave or time off without pay may be granted by the department head, if such approval will not impair the efficiency of the department, and providing such leave will not exceed forty (40) working hours.
- C. The employer will comply with the provisions of the Family Leave Act.

ARTICLE 5

MILITARY LEAVE

Military leave shall be granted to present employees according to applicable State and Federal Laws.

ARTICLE 6 **JURY DUTY LEAVE**

- A. An employee will be excused from work for jury duty and will be compensated at his or her regular rate of pay, less the amount received for serving as a juror, for all hours during which the employee is absent from work during his or her regular working hours as the result of such duty. The employee may choose to take annual leave if he desires, and retain all of his jury duty pay.
- B. Employees assigned to the second shift, who do not attend work for any day that the employee has been selected for jury duty, shall receive compensation at the regular rate. Being called for duty, but not actually serving will not relieve an employee of their obligation to work their full shift. If an employee chooses to attend a portion of their shift on a day in which they have served on jury duty, they will not be entitled to any additional compensation beyond their "regular pay".

ARTICLE 7 **SENIORITY**

- A. Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer beginning with the date and hour on which the employee began to work after last being hired, less deductions for leave of absence of unauthorized absences, plus paid sick time, time off compensated by Workers' Compensation, time off due to service in the Armed Forces of the United States and other, authorized paid time off.
- B. New employees will be considered probationary employees for a period of not less than six (6) months from the date of initial, continuous, full-time employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing. During this probationary period, the employee will not be a Union member.
- C. An employee's probation may be extended for another, consecutive period of six (6) months, for good cause, and upon written notice to the employee and Union. Said notice shall include a description of the areas of work that need improvement. In such cases, the provisions of Paragraph A and B above will apply throughout this extended period. Written notification, in such instances, shall be provided ten (10) days prior to expiration of the initial probationary period.
- D. Seniority shall be on a departmental basis and the Employer will post departmental

seniority lists annually. For the purpose of this provision, job classifications within the bargaining unit covered by this Agreement shall be assigned to particular departments as shown by the attached Schedule A.

- E. In the event of layoff in any department, employees shall be laid off in inverse order of seniority, the employee in the department with the least seniority being the first laid off. Recall shall be on the basis of seniority, the last man laid off to be the first recalled.
- F. Employees laid off without misconduct on their part, and who request in writing within two (2) years after separation, shall have their names placed on either or both a general reemployment or department reemployment list, at the option of the employee. The rank of such employees on the list shall be determined by a combined rating, giving equal consideration to efficiency as demonstrated on the job and length of service with the Employer. The seniority and eligibility of all candidates on reemployment lists shall expire two (2) years from the date of separation. No employee who seeks to exercise the options herein provided shall be deemed thereby to have waived his seniority or any right to recall otherwise herein provided.
- G. Employees who were laid off and obtained other City jobs, either through bumping or through the general employment lists, will have first right of refusal on their previous positions, if and when the position is reinstated.
- H. Employees who obtain a new position, either through bumping, or the general reemployment list, will be paid at the rate of the current position held.
- I. In the event of a layoff, employees will be allowed to cross-bump into other departments, if their job descriptions are similar, or the qualifications are less. Employees exercising this bumping right will be given two (2) weeks orientation in their new position to demonstrate their ability to perform the required work. Under no circumstances will employees be permitted to bump into higher paying classifications.
- J. An employee shall lose his seniority for the following reasons only:
 - (1) He quits;
 - (2) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement;
 - (3) He is absent for three (3) consecutive working days without notifying the Employer and fails to show good cause for such lack of notification to the Employer, who shall send written notice to the employee at his last known address that he has lost his seniority, and that his employment has been terminated;

- (4) He does not return to work within seven (7) days of mailing of written notice of recall by the Employer to the employee's last known address and fails to show good cause therefore; and
 - (5) A dispute arising as a result of the loss of any employee's seniority pursuant to the provisions of this subsection shall be subject to the grievance procedures hereinafter established, including arbitration.
- K. An employee who is injured while on duty shall continue to accumulate seniority during his absence due to such injury, and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work.
- L. Seniority will be a factor for consideration in selecting an employee for promotion in any department. The other two factors will be ability and qualifications. The department head will make the choice among the top three (3) candidates for the promotion, as determined by seniority, ability and qualifications.
- M. Employees assigned to vacancies or new positions will be given a reasonable opportunity, not to exceed six (6) months, to demonstrate their qualifications and ability to fill such vacancies or positions. If the employee is unable to qualify for the new position, he shall be returned to his original classification, with no loss of seniority in the original classification, provided the original classification has not been deleted and provided further that if the original classification has been deleted, the employee may exercise his seniority rights to any other classification in the unit or department, except that if the employee is unable to qualify for the next job classification to which he chooses to exercise his seniority rights, his employment may be terminated.
- N. **Reclassification.** When an employee's position expands in job duties and responsibilities, consideration will be given to reclassify the employee to a higher classification.
- O. The Employer shall notify the Union, in writing, of the hiring, promotion, demotion, transfer, reclassification or termination of any employee covered by this Agreement, and such notice shall include the rate of pay of such employee or any change thereof.
- P. Prior to any long-term layoffs, the Union will be given an opportunity to comment on the method and effects of any such layoffs; provided, however, that failure to reach specific agreements on said layoff will not prevent the Employer from initiating the layoff procedure according to the provisions contained in this Contract.
- Q. Job openings will be posted as follows:
 - (1) Job openings will first be posted within the affected department as set forth in Exhibit A.

- (2) If three or more qualified applicants submit applications from within the affected department, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all members of the bargaining unit.
- (3) If three or more qualified applicants submit applications from the first two posting steps, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all other full-time employees of the City.
- (4) If three or more qualified applicants submit applications from the first three posting steps, no further postings will be allowed and the opening will be filled from these applicants. If two or less qualified applicants apply for the position, the City has the right, but not the requirement, to proceed to the next step, which would be posting the job to all other qualified individuals.

ARTICLE 8 **GRIEVANCE AND ARBITRATION**

- A. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement. Neither party shall be obligated to negotiate on any grievance.
- B. **Step 1.** - Any employee who believes he has suffered a grievance shall, with his steward, discuss the matter with his department head in an attempt to arrive at a satisfactory settlement. The department head shall make his decision and, within five (5) working days thereafter, advise the employee of said decision.
- C. **Step 2.** - If no satisfactory settlement is reached at Step 1, the grievance shall be reduced to writing, in duplicate, and signed by the employee and his steward and both copies shall be presented by the steward to the department head within ten (10) working days after the date that the grievant either knew of the dispute or should have known of the dispute. If no agreement is reached by the parties, the Employer shall advise the Union and the aggrieved employee, in writing, as to the position of the Employer within ten (10) working days of having received the written grievance.
- D. **Step 3.** - Within ten (10) working days of the Employer advising the Union that the matter cannot be resolved as described above, either party shall have the right to request, in writing, binding arbitration. Either party may ask the Michigan Employment Relations Commission to submit a list of persons eligible to serve as arbitrators. If, within ten (10) days from the receipt of the list, the parties have not agreed on a single arbitrator, such arbitrator shall be appointed by the Michigan

Employment Relations Commission. In rendering a decision, the arbitrator will confine him or herself to the terms and conditions delineated in the Agreement. The rules of the Michigan Employment Relations Commission shall prevail in the proceedings.

- E. Each party will bear the expense of its representative. The expense of the arbitration shall be equally divided between the Union and the Employer. There shall be no suspension or refusal to handle work during the negotiations or arbitration.
- F. By mutual agreement, mediation may be utilized as an intermediate step towards grievance resolution.

ARTICLE 9
WAGES AND PAY PERIODS

- A. Annual increments shall take effect on the first day of each fiscal year. An employee appointed, promoted or reinstated prior to the first day of January in any fiscal year shall be eligible to receive an increment on the first day of the next succeeding fiscal year.
- B. An employee appointed, promoted or reinstated on or after the first day of January in any fiscal year shall not be eligible to receive an increment until the first day of the second succeeding fiscal year.
- C. No employee shall receive an increment which would result in his receiving an annual salary in excess of the maximum of the salary grade to which his position is allocated.
- D. The City retains the option of advancing step increments based on the experience of employee and the needs of the City. The step increment will be advanced at the date of hire or at the end of six (6) months. Under no circumstances will advancements be made after six (6) months.

ARTICLE 10
HOLIDAYS

- A. Holiday defined:
 - (1) Full Holiday - When used herein, the term "full holiday" shall mean a full twenty-four (24) hours, commencing at 12:00 Midnight of the eve of the holiday and ending at 12:00 Midnight on the night of the holiday.
 - (2) Half Holiday - When used herein, the term "half holiday" shall mean a period of twelve (12) hours commencing at 12:00 noon of the holiday and ending at 12:00 Midnight on the night of the holiday.

B. Conditions for granting pay on holidays: Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday, unless the employee is on approved sick leave, vacation, or not scheduled to work. All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

C. The following holidays will be recognized:

(1) Full Holiday

New Years Day (January 1)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Day Following Thanksgiving Day
Christmas Day (December 25)

(2) Half Holiday

Good Friday Afternoon
Christmas Eve Afternoon (December 24, p.m.)
New Years Eve Afternoon (December 31, p.m.)

D. Employees working holidays designated in Section C of this Article will be compensated as follows:

(1) Full Holiday: Work during regular shift: Rate - Base rate x 1-1/2 for hours worked + 8 hours holiday pay for full holiday. Not during regular shift hours: Rate - Base rate x 2-1/2 x hours worked.

(2) Half Holiday: The same schedule shall apply as in a full holiday. No employee shall be required to work for more than four (4) hours on any half holiday without receiving holiday pay.

(3) The employees required to work their regular shift on a day off granted in lieu of any holiday in Section C of this Article will be paid at time and one-half (1-1/2x) their regular rate.

E. Holidays falling on Saturday or Sunday will be observed on those days. Employees not scheduled to work on Saturday or Sunday shall receive eight (8) hours of compensatory time, such time to be used as designated by the City Manager.

F. If an employee is called out on one of the holidays listed below, they will be paid

their base rate X 2½ for hours worked, regardless of whether the hours were during their “regular” shift: New Years Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 11
VACATIONS

- A. Vacation time with pay will be granted to all permanent, full-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of City employment.
- B. Vacation schedules are subject to the approval of the department head who is charged with the responsibility of insuring that vacation time granted will not seriously impair the operation of his department.
- C. Vacation will be granted on the following schedule:

<u>Years of Service</u>	<u>Days Credited</u>
1	6
2 through 6	11
7 through 11	16
12 through 14	18
15 through 20	21
21	22
22	23
23	24
24 through 29	25
30 and over	30

- D. Seniority, along with departmental personnel needs, will be the determining factors in the selection and/or assignment of periods of vacation to individual employees.
- E. Any employee requesting vacation leave shall apply at least twenty-four (24) working hours in advance except for particular periods of time when the department head may deem it necessary to prepare schedules covering particular periods of time; said schedules to be prominently posted within the department for at least two (2) weeks.
- F. Employees terminating their City employment will be entitled to pay for the unused and accrued portion of their vacation leave to the last date of their employment. The last date of said City employment is declared to be the last date on which an employee worked a full, eight (8) hour shift.
- G. An employee will not be allowed to accumulate vacation time beyond two (2) years of credited vacation at the regular rate for that employee. Such time lost will not be regained by an employee subsequently using all or a portion of the previously

credited vacation time. The above provisions regarding vacation accrual will not be subject to exception unless:

- (1) For reasons of efficiency or emergency, the Employer forbids an employee from taking vacation time and there is subsequently insufficient time prior to the employee's anniversary date to prevent the loss of accrued vacation time.
- (2) Six (6) months prior to the accrual of excess vacation time, an employee remaining on the City payroll obtains a written exception from the City Manager, said exception to be only granted in the best interests of the City.
- (3) Six (6) months prior to retirement, an employee receives an exception, in writing, from the City Manager.
- (4) Reasons of health prohibit utilizing vacation during any given year.

ARTICLE 12
HOURS OF WORK, OVERTIME AND PREMIUM PAY

- A. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for its employees.
- B. The standard week for computing pay will remain as it has in past practice.
- C. Employees shall be allowed one fifteen (15) minute break during each four (4) hours of work.
- D. Hourly employees working in excess of five (5) days (40 hours) during a standard week will be paid at a rate of one and one-half times (1-1/2x) their regular hourly rate or rates.
- E. Hourly employees working more than eight (8) hours during any day will be paid at a rate one and one-half times (1-1/2x) the regular hourly rate or rates.
- F. The hours of work in specific shift assignment shall be determined by the department head, shall be posted on the department's bulletin board, and may be adjusted by actual notice to any employee no less than twenty-four (24) hours in advance, or by mutual agreement between a department head and an employee.
- G. Employees working on regular shift shall receive a shift differential of thirty (30) cents per hour for hours worked between the hours of 4:00 p.m. and 12:00 a.m.; and thirty-five (35) cents per hour for hours worked between the hours of 12:00 a.m. and

8:00 a.m.

- H. A minimum of two (2) hours at time and one-half (1-1/2x) shall be paid an employee who returns to duty after having been released from regular day's work or on days other than his scheduled work days. An employee who answers an emergency call shall be considered as being on duty for the full two (2) hours, and another call within his two (2) hour period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2x) for actual time worked in excess of such two (2) hours.
- I. Employees not scheduled to work on the day upon which a holiday falls will be paid a minimum of two (2) hours at the holiday rate for responding to emergency calls. An employee scheduled to work on the day upon which a holiday falls, who is excused by reason of it being a holiday, shall be paid a minimum of two (2) hours at time and one-half (1-1/2x) for responding to emergency calls during the regularly scheduled hours from which he was excused. A minimum of two (2) hours at the holiday rate shall be paid to such employee for responding to emergency calls before or after his regularly scheduled hours. The provisions of this Section shall apply only to the holidays designated in Article 10, Section C, of this Agreement; pay for emergency call-back on a day off given in lieu of a holiday in Article 10, Section C, will be governed by the provisions of Article 12, Section H. The employer, in determining which employee or employees to call out, will use seniority for contacting employees in the appropriate job classification, except in the case of Public Works employees, in which case only the provisions of Article 12 (Q) will apply.
- J. Premium pay will be paid for employees working on any Sunday if the Sunday worked is within their regular workweek schedule; said premium pay to be computed as follows:
 - Regular rate of pay plus one-half (½) of this amount for hours worked. This premium rate is not to be figured on overtime pay or on any differential or other premium pay that might be over and above the regular rate of pay normally paid the employee.
- K. Any employee who undertakes the duties of a higher classification, shall be paid at no less than the minimum rate specified for such higher classification, provided that such employee shall have assumed the duties of said higher classification for three (3) consecutive eight (8) hour working days. The aforementioned shall not apply to Public Works Streets, Vehicle Maintenance and Garbage employees per Schedule A of the Contract. A Public Works Streets, Vehicle Maintenance or Garbage employee shall be paid at the rate of a higher classification for each full 8 hour shift in which they work in said higher classification. An employee must spend an entire 8 hour shift working in a higher classification in order to qualify for the rate associated with said higher classification.
- L. If an employee is required to take on additional responsibilities when a supervisor is absent for a period of three (3) days or greater, the employee that assumes those extra

responsibilities shall receive extra pay for the period of absence. The employer reserves and retains the exclusive right to determine when sufficient additional responsibilities have been assumed to qualify for said extra pay. Extra pay will be calculated by taking 5% of the supervisor's hourly equivalent pay and adding this extra pay to the employee's base pay for hours worked for the supervisor.

- M. The Employer shall notify the Union in writing immediately in the event that any new classification of employees covered by this Agreement shall be established, in which such event the parties shall establish the wage rate for such new classification by mutual agreement.
- N. In computing hours to be applied in calculating overtime, all excused and paid hours will count as time worked.
- O. Out-of-classification overtime will be by seniority between qualified employees, except in the case of Public Works employees, in which case only the provisions of Article 12 (Q) will apply.
- P. Sunday overtime will be paid at double time (2x).
- Q. The following provisions shall apply to overtime within the Streets, Garbage and Vehicle Maintenance divisions at the Public Works Department (see Schedule A)

1. Scheduled Overtime

Scheduled overtime is overtime which is posted at least 24 hours in advance of the work being performed. All Streets and Vehicle Maintenance employees pursuant to Schedule A are eligible to sign up. Work is assigned on the basis of seniority within the Schedule A classification in which the work is taking place. If work is not filled from within its classification, then overtime will be offered to employees in the other classification on the basis of seniority. If work assignments are not filled between Streets and Vehicle Maintenance personnel, then overtime will be offered to seasonal employees. Exceptions are as follows: Garbage employees are excluded from overtime outside of their Schedule A classification. In all cases, an employee must otherwise be qualified for the work that is being performed.

2. Unscheduled Overtime

Unscheduled overtime is defined as the continuation of a work shift. Unscheduled overtime is offered to members of a work crew on the basis of seniority. If overtime is not filled by 214 work crew members, then seasonals who are part of the work crew may be offered overtime. If overtime is not filled by the work crew members, it will be opened up to all streets and vehicle maintenance employees on the basis of seniority. Exceptions in #1 above apply.

3. Emergency Overtime

Emergency overtime is defined as overtime resulting from some unforeseen event and which necessitates immediate attention from the department. An example of

emergency overtime would be a storm sewer failure. Emergency overtime shall be allocated on the basis of qualifications for the work that the City might reasonably expect to be encountered. In the event two or more individuals are determined to be equally qualified for said work, seniority shall take precedence. The City retains the right to exercise its best professional judgment in determining the type of work that might be encountered in an emergency.

4. Snow Plowing Overtime

Street Crew members are called in when the City deems it necessary to complete their assigned plow routes.

5. Snow Hauling Overtime

Assigned based on seniority to qualified employees within the Streets Group on Schedule A.

6. Snow Watch Overtime

Senior Foremen rotate with the Department Head and Assistant Department Head. Seniority is not a factor.

7. Vehicle Maintenance Overtime

Overtime is rotational as agreed upon among members of the Vehicle Maintenance group.

8. Assignment of Overtime

In the event that qualified employees do not volunteer for overtime, the City has the right to assign said overtime pursuant to the above described policies.

R. Painter

The employer shall in April of each year post with the Public Works Streets Group (Schedule A) for the position of Painter. Said position shall be awarded on the basis of seniority. The member designated as Painter shall perform all of the requisite duties of the Painter, and shall be paid the Painter's wage pursuant to the attached wage schedule (Schedule B) for the months of May – October. On November 1st each year, the painter shall be returned to his or her prior title and wage classification.

Painter's work assigned to a member outside of the months of May – October will not be paid at the painter's rate. Instead, the member performing said work will be compensated at his or regular rate.

ARTICLE 13
DISCIPLINE AND DISCHARGE

- A. An employee may be disciplined or discharged for just cause; provided that a finding by the Employer of just cause for the discipline or discharge of any employee covered by this Agreement shall be subject to the grievance procedure herein above set forth, including arbitration.

- B. Once a year an employee may request a meeting with the City Manager, or his designee, to review the employee's personnel file. Upon mutual agreement, disciplinary records may be expunged. The City decision will not be subject to the grievance procedure.

ARTICLE 14
INSURANCE - HOSPITALIZATION, LIFE, DENTAL

- A. The Employer agrees to pay the full premium of an employee family health, dental and vision policy with the benefits outlined in addendum A to the contract. The plan shall be referred to as the \$250/\$500, \$10/\$40 plan with the U.P. Blue Rider. The Escanaba Municipal Employee's Insurance Committee shall meet as it sees fit, and bring forward any recommendations for change in the group policy it may desire; but implementation of any Committee recommendation shall be contingent upon approval by the Employer and the Union.
- B. The Employer may change, amend, transfer or alter existing hospitalization, life or other insurance coverage, except that there shall be no reduction of any benefit without the mutual agreement of both the Employer and Union.
- C. The City may from time to time offer additional policy options whereby employees can purchase additional coverages at their own expense through payroll deduction. The City may also offer optional policy reductions in exchange for additional taxable compensation.

ARTICLE 15
DISABILITY

- A. An employee may be terminated from his employment in the event he becomes disabled as a result of disease, physical ailment or defect which, in the opinion of the City doctor and the City Manager, makes him unfit for the safe or efficient performance of his duties. For the purpose of this provision, disability shall be interpreted as any condition which has caused, or is likely to cause, an employee to be unable to safely and efficiently perform his duties for a period not less than six (6) months. In the event any employee wishes to dispute the findings or recommendation of the City doctor, he shall be entitled to obtain and present independent medical evidence, at the employee's expense. If such independent medical evidence does not support the recommendation of the City doctor, and the dispute or issue raised thereby cannot be resolved to the mutual satisfaction of the employee and the Employer, such dispute or issue shall be subject to the grievance procedures herein set forth, including arbitration.
- B. All employees injured or incapacitated in the actual discharge of their duties, shall receive compensation and medical care in accordance with the provisions of the Michigan Worker's Compensation Act; and the Employer shall pay, in addition thereto, from the date of injury or incapacity, but not to exceed six (6) months for any

one personal injury, a weekly sum equal to the difference between the weekly amount of compensation benefits paid to such employee and the wages payable at the employee's regular rate of pay for forty (40) hours of work per week; except that this provision shall not apply under the following circumstances.

- (1) When an employee suffering partial incapacity refuses to accept limited duties within his capacity to perform and at his regular rate of pay;
- (2) When employment terminates through death, retirement, or other reasons;
- (3) When injury results from the employee's misconduct.

ARTICLE 16
RETIREMENT

- A. All employees hired prior to January 1, 2007 will be covered by Act 135 and contributions thereto will be in accordance with appropriate State law. The Benefit Program provided is the MERS B-3 option, otherwise referred to as the "DB Plan". Said employee's final average compensation will be computed on the highest 36 consecutive months earnings, and divided by three (FAC-3 option). Employees hired prior to January 1, 2007 with 25 or more years of credited service and who are at least 55 years old will be eligible for full retirement pay through the Municipal Employees Retirement System. (F55, 25 Option).
- B. Employees hired after December 31, 2006 will be required to participate in the City's Defined Contribution Retirement Plan (DC Plan). The terms of the DC plan shall be as follows: The City shall contribute an automatic 4% of an employee's gross pay (not including pay in lieu of insurance benefits) into the plan. The City will match up to an additional 3% pre-tax contribution by the employee.
- C. Employees hired prior to January 1, 2007 and who are participating in the MERS DB Plan described above, will be given the option to convert into the DC Plan and in exchange for doing so will receive a lump sum rollover in an amount to be determined by MERS.
- D. All employees who have twenty-five (25) or more years of service or are retiring, and eligible for a pension, shall receive a wristwatch valued at an amount not to exceed \$75.00, including cost of engraving, or shall have an option to receive \$75.00 toward the purchase of a bond.
- E. Employees who have reached age 55 will be eligible for retirement bonus under the following schedule, upon retirement:

<u>Yrs. of Service</u>	<u>Bonus Payment</u>	<u>Yrs. of Service</u>	<u>Bonus Payment</u>
20	\$300	30	\$525
21	\$320	31	\$525

22	\$340	32	\$525
23	\$360	33	\$525
24	\$380	34	\$525
25	\$400	35	\$525
26	\$425	36	\$525
27	\$450	37	\$550
28	\$475	38 +	\$600
29	\$500		

- F. For employees participating in the MERS DB Plan annual cost of living (COLA) increase which will provide a 1% cost of living increase for retired employees. The COLA increase is effective on January 1st of each year, and in order for employees to be eligible for a COLA increase, the effective date of retirement must be before August 1st of the preceding year.
- G. Employees who are participating in the MERS DB Plan may purchase up to 5 years of service credit to enhance their pension. Employees must pay the Municipal Employees' Retirement System the full amount (100%) of the cost of the purchase of service credit.

ARTICLE 17
LONGEVITY PAY

After completing five (5) full years of service as of November 1, each employee receives annually, on the payday closest to December 1 (to be paid by separate check), longevity pay computed as follows:

<u>Years of Service</u>	<u>Not to Exceed</u>
After 5 years	\$200
After 10 years	\$350
After 15 years	\$450
After 20 years	\$550

ARTICLE 18
COMPENSATORY TIME

- A. Employees may earn and accumulate compensatory time in lieu of overtime pay, at the option of the employee, for a period not to exceed two (2) regular forty (40) hour work weeks, or a total of eighty (80) hours. Compensatory time shall also be credited to an employee while in attendance, outside of regular hours of work, at school or classes which contribute to the improvement of skills or knowledge utilized in the performance of such employee's job duties, upon approval by the City Manager.
- B. Compensatory time credited to employees, in lieu of over-time, shall be credited at the rate of one and one-half times (1-1/2x) the number of overtime hours worked.

- C. Prior approval of the City Manager must be obtained in order to accrue compensatory time. A notice of twenty-four (24) hours must be given by an employee to his foreman requesting earned time off. The twenty-four (24) hour notice shall not be a mandate in the event of a proven emergency. A foreman may grant compensatory time off for less than eight (8) hours at his discretion.
- D. However, it is agreed that the granting of compensatory time off shall not unnecessarily interfere with the efficient operation of the department.

ARTICLE 19
GENERAL PROVISIONS

- A. In the event that a dispute arises regarding past practice or custom and either party asserts that such past practice or custom constitutes a part of this Agreement, any dispute or issue arising as a result of such claim shall be subject to the grievance procedure herein above set forth, including arbitration.
- B. All existing Administrative Regulations governing City Policy will remain in effect and future Administrative Regulations which may from time to time be adopted. Said regulations are not to conflict with the provisions of this Agreement.
- C. No person in the City classified service or seeking admission thereto shall be appointed, demoted or removed, or be in any way favored or discriminated against because of his political or religious opinions or affiliations or national origin.
- D. All employees governed by this Agreement shall maintain a residence within 20 radius miles from the corporate City Limits of Escanaba.
- E. If any Article or Section of this Agreement or any Supplements 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, the remainder of the Agreement and Supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- F. It shall be expressly understood by both parties that this Contract may be revised, amended or otherwise altered to include new agreements, or affect changes in the existing contract language, when mutually agreed upon by the Union and the Employer.
- G. It shall not be obligatory on either party to reopen negotiations during the agreed-upon period for effectuation of this Contract except as specified in Article 14, Section B.
- H. Words which impart one gender shall be applied to either gender where appropriate.

- I. Employees will be required to comply with the provisions of the Michigan Commercial Drivers License requirements. Employees will be required to possess a valid drivers license and the appropriate endorsement (group designation) for the vehicle they are required to drive. Fees for the renewal of the regular drivers license will be the responsibility of the employee. Any fees for required endorsements (designations) will be paid for by the Employer.
- J. A City Safety Committee will be formed and one member from the Public Works and one Water/Waste Water employee will serve on this committee.
- K. Safety Shoes. All employees designated by the City will be required to wear approved safety toed shoes/boots at all times. To help defray the cost of this safety rule, the City will reimburse designated employees up to 25% of the cost of purchasing said footwear upon evidence of the purchase of qualifying footwear. This will be allowed once each fiscal year.
- L. Equipment Repairman will have access to their tools at all times. The employer agrees to pay for any special tools needed upon pre-approval by the department head. The City will retain ownership of any special tools.
- M. A classification may not be removed from the bargaining unit by merely changing its title.
- N. Special Conferences on important matters will be arranged between the Union and a representative of the Employer upon the mutual agreement of both parties. Such meetings shall be between the Employer and representative of the Union, unless otherwise mutually agreed. Arrangements for such conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Special conferences will be scheduled during normal work hours.

ARTICLE 20
TERM OF THIS AGREEMENT

The provisions of this Agreement shall become effective as of July 1, 2009. This Agreement shall continue in full force and effect until midnight, June 30, 2012, unless, not more than 150 days but at least 120 days prior to the end of its original term, or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, which shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless, before such date of termination, all subjects of this Agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

In the event of any notice above referred to, the parties shall begin to hold negotiation meetings no later than ten (10) working days following the receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representative.

CITY OF ESCANABA

TEAMSTERS UNION LOCAL NO. 214

BY _____

BY _____

James O'Toole, Manager

Joe Valenti, President Local 214

(Date)

(Date)

SCHEDULE A
CLASSIFICATIONS

Clerical Pool	Office Clerk Records Technician Recreation Office Assistant
Labor Pool	Custodian II Custodian I
Utility Office	Utility Office Serviceman Meter Reader
City Engineering	Engineering Assistant II Engineering Assistant I
Public Works Streets	Senior Foreman Construction Foreman Recreation Foreman Painter Equipment Operator III Equipment Operator II Equipment Operator I Parks and Rec. Foreman Laborer Skilled Laborer
Public Works Garbage	Sanitary Operator (new 2007)
Public Works Vehicle Maint.	Equipment Repairman I Equipment Repairman II Equipment Repairman III

CITY OF ESCANABA

Municipal Employees Wage Schedule July 1, 2009 - June 30, 2012

Wage Group	Effective Date		Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
1 Office Clerk Records Technician	7/1/08 old		11.39	12.05	12.71	13.39	13.72	14.38	14.70
	07/01/2009 0.00%		11.39	12.05	12.71	13.39	13.72	14.38	14.70
	07/01/2010 1.00%		11.50	12.17	12.84	13.52	13.86	14.52	14.85
	07/01/2011 2.50%		11.79	12.47	13.16	13.86	14.21	14.88	15.22
2 Custodian I Recreation Office Asst.	7/1/08 old		12.46	13.19	13.92	14.65	15.05	15.79	16.13
	07/01/2009 0.00%		12.46	13.19	13.92	14.65	15.05	15.79	16.13
	07/01/2010 1.00%		12.58	13.32	14.06	14.80	15.20	15.95	16.29
	07/01/2011 2.50%		12.89	13.65	14.41	15.17	15.58	16.35	16.70
3 Laborer Custodian II	7/1/08 old		13.08	13.84	14.61	15.42	15.80	16.55	16.93
	07/01/2009 0.00%		13.08	13.84	14.61	15.42	15.80	16.55	16.93
	07/01/2010 1.00%		13.21	13.98	14.76	15.57	15.96	16.72	17.10
	07/01/2011 2.50%		13.54	14.33	15.13	15.96	16.36	17.14	17.53
4 Meter Reader Sanitary Laborer	7/1/08 old		13.39	14.17	14.97	15.77	16.15	16.94	17.35
	07/01/2009 0.00%		13.39	14.17	14.97	15.77	16.15	16.94	17.35
	07/01/2010 1.00%		13.52	14.31	15.12	15.93	16.31	17.11	17.52
	07/01/2011 2.50%		13.86	14.67	15.50	16.33	16.72	17.54	17.96
5 Skilled Laborer Utility Serviceman Cashier Treasurer's Office Utility Office Billing Clerk	7/1/08 old		13.83	14.63	15.48	16.30	16.72	17.53	17.94
	07/01/2009 0.00%		13.83	14.63	15.48	16.30	16.72	17.53	17.94
	07/01/2010 1.00%		13.97	14.78	15.63	16.46	16.89	17.71	18.12
	07/01/2011 2.50%		14.32	15.15	16.02	16.87	17.31	18.15	18.57
6 Equip. Oper. I Recreation Foreman Equip. Repair I Sanitary Oper (new 2007)	7/1/08 old		14.20	15.06	15.91	16.76	17.20	18.04	18.46
	07/01/2009 0.00%		14.20	15.06	15.91	16.76	17.20	18.04	18.46
	07/01/2010 1.00%		14.34	15.21	16.07	16.93	17.37	18.22	18.64
	07/01/2011 2.50%		14.70	15.59	16.47	17.35	17.80	18.68	19.11
7 Painter (May – October)	7/1/08 old		14.57	15.45	16.31	17.20	17.62	18.49	18.92
	07/01/2009 0.00%		14.57	15.45	16.31	17.20	17.62	18.49	18.92
	07/01/2010 1.00%		14.72	15.60	16.47	17.37	17.80	18.67	19.11
	07/01/2011 2.50%		15.09	15.99	16.88	17.80	18.25	19.14	19.59
8 Engineering Assist. I Equip. Oper. II Equip. Repair II	7/1/08 old		14.92	15.83	16.72	17.61	18.05	18.94	19.40
	07/01/2009 0.00%		14.92	15.83	16.72	17.61	18.05	18.94	19.40
	07/01/2010 1.00%		15.07	15.99	16.89	17.79	18.23	19.13	19.59
	07/01/2011 2.50%		15.45	16.39	17.31	18.23	18.69	19.61	20.08
9 Equip. Oper. III	7/1/08 old		15.44	16.35	17.28	18.21	18.69	19.63	20.09
	07/01/2009 0.00%		15.44	16.35	17.28	18.21	18.69	19.63	20.09
	07/01/2010 1.00%		15.59	16.51	17.45	18.39	18.88	19.83	20.29
	07/01/2011 2.50%		15.98	16.92	17.89	18.85	19.35	20.33	20.80
10 Equip. Repair III Engineering Assist. II Senior Foreman Construction Foreman Parks and Rec Foreman	7/1/08 old		16.13	17.11	18.08	19.07	19.56	20.54	21.02
	07/01/2009 0.00%		16.13	17.11	18.08	19.07	19.56	20.54	21.02
	07/01/2010 1.00%		16.29	17.28	18.26	19.26	19.76	20.75	21.23
	07/01/2011 2.50%		16.70	17.71	18.72	19.74	20.25	21.27	21.76

In addition to wages otherwise provided for in this Agreement, each full-time employee member shall receive a contract signing bonus in the amount of \$100.00, payable within (30) days of the ratification by Employer. The part-time thirty (30) hour per week employee member shall receive a signing bonus in the amount of \$75.00.