

7/1/71 - 7/1/74

Scottsville

CITY OF SCOTTVILLE

Michigan State University

THIS AGREEMENT, made and entered into this 1st day of Oct., A. D., 1971, by and between the City of Scottville Michigan, located at Scottville, Michigan, party of the first part, and hereinafter termed the Employer, and Local No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, 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 preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees, and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE I
RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

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

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

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(b) In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

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

Section 3. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of Local No. 214 and pay such amount deducted to said Local No. 214 for each and every employee, provided however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union.

City of Scottsville
105 N. Main
Scottsville, Mich. 49454

Section 4. A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse, provided however that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After ninety (90) days, the employee shall be placed on the regular seniority list. In case of discipline within the ninety (90) day period, the Employer shall notify the Local Union in writing.

Section 5. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE 2 MANAGEMENT

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

ARTICLE 3 WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents hereof shall constitute a part of this Agreement.

ARTICLE 4 SUBCONTRACTING

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members.

ARTICLE 5 EXTRA CONTRACT AGREEMENTS

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

ARTICLE 6 SENIORITY

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off persons, the particular work performed by said employee could be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehiring of persons.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

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

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

Section 5. The Steward shall be granted super-seniority for purposes of layoff and rehire.

Section 6. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to any supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position. The Employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

ARTICLE 7

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and steward, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, 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 nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 8 hereof.

ARTICLE 8
ARBITRATION &
GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdown, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 - By conference between the aggrieved employee, the Steward, or both, and the foreman and/or department head. It shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided, by the Local Union within five (5) working days of the alleged grievance.

Step 2 - Before proceeding to Step 3, a hearing between the Union representative and the City and/or its representatives will be held within ten (10) working days and a decision will be rendered in seven (7) working days after the meeting.

Step 3 - In the event the last step fails to settle the complaint, it shall be referred to arbitration upon the request of either the Union or the Employer. The president and/or Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

Either party may demand arbitration. The party first demanding arbitration shall give two (2) days notice in writing to the other party of its desire to arbitrate. The arbitration board shall consist of three (3) men, one (1) to be selected by the Employer and one (1) to be selected by the Union, and the two (2) so selected, if they themselves cannot settle the dispute, shall agree upon a third (3rd) person who shall act as chairman of this arbitration board. This board shall be selected within ten (10) days after the request of arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of the third (3rd) person within fifteen (15) days of their appointment, the third (3rd) person shall be designated by the Michigan Labor Mediation Board, in accordance with its procedures. The decision of the majority of the Board shall be considered a decision of the board; provided further that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are submitted to said board of arbitration; there shall be no strikes, lockouts, cessations of employment, or change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article, shall result in forfeiture of all rights provided by this Agreement. Arbitration costs shall be shared equally by both parties.

The arbitration board shall have no power to add to, subtract from, or modify this Agreement, or to declare any provisions of this Agreement illegal.

ARTICLE 9

ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

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

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided 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 10

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P. A. 1965 and the Union shall not be liable for such act.

Section 2. Any individual employee or group of employees who wilfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 11

PICKET LINE

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

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

ARTICLE 12

MAINTENANCE OF STANDARDS

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

of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 13

HOSPITALIZATION, PENSION AND LIFE INSURANCE

The Insurance Company, North American Life, shall furnish a group program which includes hospitalization, major medical, a \$4000.00 group life with double indemnity and income indemnity, paid 100% by the City.

ARTICLE 14

PAY PERIOD

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

The City Council agrees to this amendment and will put this into effect if and when the people vote in favor of this amendment.

ARTICLE 15

BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications.

If there is any excess premium to be paid it shall be paid by the employee. Cancellations of a bond after once issued shall not be cause for discharge, unless the bond is cancelled for cause which occurs during working hours, or is due to the employee having given a fraudulent statement in obtaining said bond.

ARTICLE 16

LOSS OR DAMAGE

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

ARTICLE 17

UNIFORMS

City policy on uniforms shall continue as it is now in effect.

ARTICLE 18

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

ARTICLE 19

WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees even though not required by state law.

ARTICLE 20

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be reemployed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or City 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 22

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1 1971, to and including July 1 1974, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to July 1 1974, or July 1 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is understood and agreed between the parties that the provisions contained in Schedule "A" hereto attached may be reopened for negotiation between the parties July 1, 1972 and July 1, 1973, provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to July 1, 1972 and July 1, 1973. If no such notice is given the said Schedule "A" shall continue on from year to year.

Section 4. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

Section 5. In the event an inadvertent failure by either party to give the notice set forth in Sections 1, 2, and 3 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

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

CITY OF SCOTTVILLE:

By

Rodger Bennett
City Manager

LOCAL UNION No. 214 AFFILIATED
WITH THE INTERNATIONAL BROTHER-
HOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS OF
AMERICA

By

G. D. [Signature]
Secy - Treas.

SCHEDULE "A"

ARTICLE I

MINIMUM WAGE RATES - EFFECTIVE JULY 1, 1971

WORKING FOREMEN	\$ 3.25
EQUIPMENT OPERATOR	3.00

ARTICLE II

HOURS

(a) The regular work week shall commence on Monday A.M. and end on Friday P.M. Any time worked before 7:00 A.M. shall be at time and one-half (1 1/2) or any time worked after 4:30 P.M. shall be at time and one-half (1 1/2)

(b) All employees covered by the Agreement shall be guaranteed forty-five (45) hours work or pay, Sunday through Saturday. The standard work day shall be nine (9) hours per day.

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

(d) There shall be no split shifts.

ARTICLE III

CALL-IN PAY

(a) Any employee who reports for regular work schedule and performs any work any day Monday through Friday shall be guaranteed nine (9) hours pay.

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

(c) Any employee called back after his regular work schedule shall be guaranteed two (2) hours pay at the rate specified in this Agreement.

(d) Employees will be required to work overtime when necessary but will not be required to work more than 14 hours in any one day.

(e) When employees are called in before 4:30 A.M., it would be considered overtime and paid in addition to regular work day.

After 4:30 A.M., it would be considered part of regular work day, if employee works longer than 9 hours, it will be at time and one-half.

ARTICLE IV

DAILY AND WEEKLY OVERTIME

(a) Nine (9) hours Monday through Friday shall constitute a day's work and forty-five (45) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of nine (9) hours per day Monday through Friday, or forty-five hours per week, whichever is greater, but not both.

(b) Scheduling of work shall be according to seniority. Over-time shall be distributed fairly and equitably among employees.

ARTICLE V.

SATURDAY, SUNDAY & HOLIDAY OVERTIME

All work performed on Saturday, Sunday and Holidays shall be paid at the rate of time and one-half (1 1/2), plus Holiday Pay.

ARTICLE VI

VACATIONS

ELIGIBILITY:

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

(b) All employees, in the bargaining unit, shall become eligible for two (2) weeks' vacation, with pay, when they have attained three (3) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

(c) All employees, in the bargaining unit, shall become eligible for three (3) weeks' vacation, with pay, when they have attained ten (10) years' seniority or more, provided, that they have been on the active payroll for at least nine (9) months during the last preceding year.

(d) All employees, in the bargaining unit, shall become eligible for four (4) weeks' vacation, with pay, when they have attained sixteen (16) years' seniority or more, provided, that they have been on the active payroll for at least nine (9) months during the last preceding year.

(e) Employees must be in the employ of the Company on the anniversary of their date of hire to be eligible for vacation benefits.

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

AMOUNT OF VACATION PAY:

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

(b) If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay of nine (9) hours at straight time hourly rates.

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

TIME FOR VACATION, LEAVES OF ABSENCE:

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

(b) Subject to Section (a) above, vacation requests shall be granted according to seniority.

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

ARTICLE VII

HOLIDAYS:

(a) Employees shall not be required to work and shall be paid nine (9) hours' pay at the straight time hourly rate for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, One-half day December 24, Christmas Day and Good Friday, provided they comply with the qualifications set forth hereinafter.

(b) Employees called to work on any of the above listed holidays shall be paid a minimum of two (2) hours pay at the rate specified in this Agreement in addition to the nine (9) hour pay referred to above, or the four (4) hours pay applicable in the case of Good Friday afternoon.

(c) In order to qualify for nine (9) hours' of straight time pay for a holiday not worked, it is provided that employees must work the regular scheduled work-day which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

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

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

(f) If a holiday falls within the 30-day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same 30-day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for such holiday, in the week in which he returns to work. Said extra day's pay shall be equivalent to nine (9) hours at the straight time hourly rate specified in the contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned 30-day period is not entitled to the extra pay upon his return. Under no circumstances shall extra pay referred to herein be construed to be holiday pay, nor shall it be construed to be as hours worked for weekly overtime.

(g) When a holiday falls on Sunday it shall be celebrated on the following Monday.

(h) In any week in which the paid holiday falls the work week shall be thirty-six (36) hours and all hours worked in excess of

thirty-six (36) in such week shall be paid at the rate specified in this Agreement, except that the week in which Good Friday falls shall be forty (40) hours.

ARTICLE VIII

SICK LEAVE

Employee will receive one (1) day sick leave for each month worked. Employee must be employed for at least one (1) year before being eligible for any sick leave benefits.

Employee can accumulate up to forty (40) days sick leave. Charges against sick leave will be in whole days increments, except as noted below. Illness of less than three (3) hours in one day will not be charged against sick leave. Illness of more than two (2) days will require a Doctor's certificate and may be required for two (2) days illness or less where an employee is habitually absent.

Where an employee is injured on the job and receives Workmen's Compensation, sick leave accumulation may be used to supplement compensation and insure a full pay period. The City will make up the difference between compensation payments and a normal day's pay and charge one-half (1/2) day sick leave time against employee's accumulated sick leave.

No benefits of unused sick leave will accrue at death or retirement. Employee will be given an account of his sick leave bank on his anniversary date of employment.

ARTICLE IX

PAID-FOR TIME

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

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

The City must put the employee's hours worked and hourly rate on the pay check stub.

ARTICLE X

FUNERAL LEAVE

Employee will receive time required, not to exceed three (3) days, to attend funeral of mother, father, spouse, children, brother, sister, mother-in-law, father-in-law or any relative living in employee's household. Employee will receive a regular day's pay for this time off. Upon approval of department head employee may receive up to four (4) hours time off, with pay, to attend local funeral of relative or close friend.

ARTICLE XI
COST OF LIVING

Cost of Living Formula: Every .4 rise in the Index will equal 1¢ per hour increase. First adjustment January, 1972 - based on September, 1971 through November, 1971 base; the report which will be received in December, 1971, will tell us the amount of the Cost of Living due and owing the employees on the first pay period after January 1, 1972 and quarterly thereafter.

ARTICLE XII

GENERAL PROVISIONS

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

POSTING OF NOTICES - The Employer agrees to the posting within his business premises of notices of Union meetings and other legitimate notices by an elected or appointed official of the Local Union.

COFFEE BREAK - A coffee break of fifteen (15) minutes morning and afternoon shall be allowed.

UNION ACTIVITIES - Any employee, member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

If a man's job classification calls for a Chauffeurs License he must obtain one and the City will pay cost.

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

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

JOB CLASSIFICATIONS - (a) Any employee temporarily transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification if five (5) days or more are worked on such higher classification.

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

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

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

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

CITY OF SCOTTVILLE:

LOCAL UNION NO. 214 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA.

By *[Signature]*
City Manager

By *[Signature]*
Secy - Treas.

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement made and entered into this _____ day of _____, 1972, by and between the City of Scottville, located at Scottville, Michigan, and Local No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, 48216, hereby amends the Agreement dated October 1, 1971, as follows:

All members covered by the above Agreement shall receive an increase in Wages effective July 1, 1972:

ARTICLE I

MINIMUM WAGE RATES - - EFFECTIVE JULY 1, 1972 - EFF. 8/11/72

WORKING FOREMEN	\$ 3.35	\$ 3.43
EQUIPMENT OPERATOR	3.10	3.17

STARTING RATE FOR NEW EMPLOYEES: New employees starting rate shall be at 15¢ below the regular rate for thirty (30) days, 10¢ below the regular rate for the next thirty (30) days and 5¢ below the regular rate for the next thirty (30) days.

ARTICLE II

HOURS

(a) The regular work week shall commence on Monday A. M. and end on Friday P. M. Any time worked before 7:00 A. M. shall be at time and one-half (1 1/2) or any time worked after 4:30 P. M. shall be at time and one-half (1 1/2), except commencing on Friday, August 11, 1972, any time worked after 3:30 P. M. shall be at time and one-half (1 1/2)

(b) All employees covered by the Agreement shall be guaranteed forty-five (45) hours work or pay, Sunday through Saturday. The standard work day shall be nine (9) hours per day, except that commencing on Friday, August 11, 1972, the standard work day shall be nine (9) hours per day, Monday through Thursday and eight (8) hours on Friday. Commencing August 11, 1972, all employees covered by the Agreement shall be guaranteed forty-four (44) hours work or pay, Sunday through Saturday.

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

(d) There shall be no split shifts.

ARTICLE III

CALL-IN PAY

(a) Any employee who reports for regular work schedule and performs any work any day Monday through Friday shall be guaranteed nine (9) hours pay, except commencing Friday, August 11, 1972, any employee who reports for regular work schedule and performs any work any day Monday through Thursday shall be guaranteed nine (9) hours per day and eight (8) hours on Friday.

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

(c) Any employee called back after his regular work schedule shall be guaranteed two (2) hours pay at the rate specified in this Agreement.

(d) Employees will be required to work overtime when necessary but will not be required to work more than 14 hours in any one day.

(c) When employees are called in before 4:30 A.M., it would be considered overtime and paid in addition to regular work day.

After 4:30 A.M., it would be considered part of regular work day, if employee works longer than 9 hours, it will be at time and one-half, except that commencing Friday, August 11, 1972, it would be considered part of regular work day, if employee works longer than nine (9) hours Monday through Thursday and eight (8) hours on Friday.

ARTICLE IV

DAILY AND WEEKLY OVERTIME

(a) Nine (9) hours Monday through Friday shall constitute a day's work and forty-five (45) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of nine (9) hours per day Monday through Friday, or forty-five (45) hours per week, whichever is greater, but not both.

Commencing Friday, August 11, 1972, nine (9) hours Monday through Thursday and eight (8) hours on Friday shall constitute a day's work and forty-four (44) hours shall constitute a week's work. Time and one-half shall be paid for all overtime in excess of nine (9) hours per day Monday through Thursday and in excess of eight (8) hours per day on Friday, or forty-four (44) hours per week, whichever is greater, but not both.

(b) Scheduling of work shall be according to seniority. Over-time shall be distributed fairly and equitably among employees.

ARTICLE V

SATURDAY, SUNDAY & HOLIDAY OVERTIME

All work performed on Saturday, Sunday and Holidays shall be paid at the rate of time and one-half (1 1/2), plus Holiday Pay.

(For purposes of determining overtime pay or pay for any day such as holidays, vacation days etc., Friday shall always be considered an eight (8) hour day, commencing Friday, August 11, 1972.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date hereof.

CITY OF SCOTTVILLE:

LOCAL UNION NO. 214, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
& HELPERS OF AMERICA.

By _____

By G. D. M. [Signature]
[Signature] - Treas.