AGREEMENT

CITY OF NORTON SHORES, MICHIGAN

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CHAUFFEURS, WAREHOUSEMEN AND HELPERS

OF AMERICA

LOCAL 214

July 1, 2015 – June 30, 2018

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AGREEMENT

THIS AGREEMENT entered into on this 1st day of July 2015, between the CITY OF NORTON SHORES, a Municipal Corporation, with its principal office located at 4814 Henry Street, Norton Shores, Michigan (hereinafter designated as the "Employer"), and TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS, LOCAL 214 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter designated as the "Union"), under the provisions of Public Employees Relations Act 136 of the Public Acts of 1947, as amended.

ARTICLE I

PURPOSE AND INTENT

Section 1.1 It is the purpose and intent of the parties to this Agreement that it shall result in and shall promote mutual cooperation and further the welfare of the Employer and its employees; ensure a spirit of confidence and cooperation between the Employer and its employees; recognize the prime responsibility of both parties to provide efficient and quality service at an economical cost to the taxpayers; establish uniform and equitable rates of pay, hours of work; and provide a method of redress of any grievance the employee may have by virtue of this Agreement, or otherwise promote the settlement of any other dispute that may arise.

ARTICLE II

RECOGNITION

Section 2.1 The employer recognizes the Union as the exclusive bargaining agent as provided by PERA ACT 336 of the Public Acts of 1947, as amended, with respect to wages, hours and other conditions of employment for the following employees:

> All regular full-time and all part-time employees employed by the Employer in the classifications of Buildings and Grounds Maintenance Worker, Mechanic's Helper, Mechanic, Streets and Drainage Maintenance Worker I, Streets and Drainage Maintenance Worker II, Utility Worker I, Utility Worker II and Street Maintenance and Utility Worker. Excluding all employees in the Police and Fire Departments, Parks and Recreation Division, Clerical Employees, Professional

and Technical Employees, Supervisory Employees, and all other employees.

Section 2.2 The term "Employee" or "Employees", when used in this Agreement, shall mean and include only those described in Section 2.1 of this Article as being represented by the Union and shall not include the following:

(a) Seasonal Employees. The seasonal employees will continue to perform in the manner historically and customarily utilized in the past. The use of seasonal employees will not result in the layoff of any full-time employees.

(b) Seasonal employees shall not be considered to be part-time employees, as defined in Article XVII, and shall perform programs such as leaf pick up for a short period of time. Notification of such personnel will be given to the Union.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1 The Union recognizes the sole and exclusive prerogative of the City to operate and manage its affairs in all respects in accordance with its public trust and interest, and the laws of the United States, the State of Michigan and its charter, and further recognizes that the powers and authority which the City has not officially and specifically abridged, delegated or modified by this Agreement are retained by the City.

Section 3.2 The Union agrees that the Employer reserves all of its customary rights to manage and without limiting such rights, shall have the exclusive right to:

(a) Determine the number and location of its departments, services and the activities to be performed.

(b) Determine all methods of operation and to introduce new or improved working methods.

(c) Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services and institute technological changes, decide on the nature of materials, supplies, equipment, tools or machinery to be bought, made or used, providing that if the elimination of equipment, machinery, processes or services causes the layoff of employees, the Employer shall discuss

the effect thereof with the Union.

(d) Determine the organization of management and the selection of employees for promotion to supervisory and other management functions.

Section 3.3 The Union further agrees that, except as expressly restricted by this Agreement, the Employer retains the right to manage its operations and to direct the working forces of the Employer, including, but not limited to, the right to:

(a) Determine methods and schedules of operations and activities, including the transfer or subcontracting of work and the type of equipment to be used, except as provided in Section 25.6.

(b) Determine the basis for selection of employees for hiring and the basis for their retention or dismissal during the probationary period.

(c) Maintain discipline of employees, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and the right to discipline for just cause. The reasonableness of any new rules with respect to the general conduct of employees which would involve warnings, disciplinary layoffs, or discharge may be questioned through the grievance procedure as set forth in this Agreement.

(d) Direct generally the work of the employees, subject to the terms and conditions of this Agreement, including the right to hire, to discharge, to suspend or otherwise discipline employees for just cause, to promote employees or transfer them, to assign them to particular jobs or shifts, to determine the amount of work needed and to lay employees off for lack of work or for other proper or legitimate reason, and to determine standards and the quality and quantity of work to be produced, and to make such time or cost studies as it shall require in connection therewith.

ARTICLE IV

UNION SECURITY AND DUES COLLECTION

Section 4.1 (a) All full-time employees shall commence paying to the Union membership dues or a labor service fee not later than thirty (30) days following the effective date of this Agreement or the beginning of employment, whichever is later, and which is equivalent to

the amount of dues uniformly required of its members and shall, as a condition of continued employment, continue to do so for the term of the Agreement.

(b) All part-time employees, existing and future, not later than thirty (30) days following the effective date of this Agreement, or the beginning of employment, whichever is later, shall pay to the Union dues uniformly required of its members for any month in which the part-time employee works twenty (20) hours or more in any week.

Section 4.2 Effective upon the execution of this Agreement, the Employer agrees to deduct from the wages of any employee all Union membership dues or labor service charge uniformly required; provided, however, that the Union presents to the Employer written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues or labor service charge will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Union. Each employee Union member hereby authorizes the Union and the City without recourse to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the union dues. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

If direct deposit and/or electronic billing capabilities should become available during the life of this agreement, arrangements will be made for it to be utilized for check-off fees, dues, initiation fees, service fees and assessments, if any.

Section 4.3 There shall be no collection of such dues, special assessments, initiation fees or service charges at any time during an employee's working hours on the Employer's premises or in Employer vehicles.

Section 4.4 The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the employee in making such deductions.

In the event of duplicate payments or a deduction not in conformity to the law or the Union Constitution or Bylaws, refunds to the employee will be made by the Union to the employee.

Any dispute which may arise as to whether or not an employee has paid the amounts provided above or has signed or revoked such authorization form may be processed as a grievance pursuant to Article VI.

Section 4.5 Any employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff or any other grounds for loss of seniority provided for in this Agreement, shall cease to be subject to the check off deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken.

The City will deduct from the employee's final paycheck the dues and initiation fee owed by the employee according to information given to the City by the Union.

ARTICLE V

STEWARDS AND ALTERNATE STEWARDS

Section 5.1 The Employees in the bargaining unit shall be represented by one (1) steward and one (1) chief steward who shall be regular full-time employees in the unit. There shall be one (1) alternate steward who shall function in the absence of the regular steward.

Section 5.2 In the interest of prompt attention to grievance handling, one (1) steward who is most readily available as reported to the supervisor shall investigate grievances in the following manner:

(a) Matters involving immediate safety hazards, lost-time discipline or other similar emergency matters, may be handled at any time during working hours, and the Steward, in the course of the nature of the matter under investigation and the approximate time needed away from the job.

(b) Matters involving grievances not properly classified as immediate safety hazards, lost-time discipline, or similar emergency matters shall be handled without undue delay or disruption of the work schedules. The Steward will attempt to establish an acceptable time in which to investigate the grievance with the approval of his immediate supervisor, which time will be not later than the end of the next workday. He shall notify his immediate supervisor of the nature of the matter

under investigation and the approximate time needed away from the job. In his discretion, the supervisor may authorize reasonable time for the Steward to handle any grievance during working hours.

Section 5.3 Any individual employee at any time may present grievances to the Employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Steward has been given opportunity to be present at such adjustment.

Section 5.4 The names of the Stewards and Alternate shall be given in writing to the Employer. No Steward or Alternate shall function as such until the Employer has been advised of his selection in writing by an International, Local, or Unit official. Any changes in Steward or Alternate will be reported to the Employer in writing within fifteen (15) working days of election or change in officers.

Section 5.5 Representatives of the International Union may visit the Employer's premises during working hours for the purpose of the administration of the contract, provided such visit is scheduled in advance with the Employer. He shall, on arrival, announce himself to the Employer and state the nature of his business. Nothing in this contract shall be construed to permit the Union to hold membership meetings on the Employer's premises without the express consent of the Employer.

Section 5.6 In addition to the above Steward, bargaining unit employees may be represented by one (1) Chief Steward, who will serve in Special Conferences and will handle grievances at Step 3. The Chief Steward will conduct grievance handling under the same provisions applying to Stewards. In cases involving grievances that cannot be settled expeditiously, the Chief Steward may participate in these disputes.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1 A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, it shall be subject to the following grievance procedure.

(a) Work days shall be defined as Monday through Friday except for City recognized

holidays.

(b) All grievances shall be initially processed to the Supervisor under Step 1 within five (5) working days of the occurrence giving rise thereto, except if the grievance involves a paycheck error, it may be processed within five (5) working days after delivery of check. Failure to do so will relieve the Employer from any further obligation on the grievance. Grievances shall be submitted on forms furnished by the Employer and the first meeting between the employee and Employer Representative shall be documented.

Step 1

The aggrieved employee shall take the matter up with the immediate Supervisor. The grievant may request the presence of his Steward at that time and in that event, the Supervisor shall send for such Steward without undue delay and without further discussion or arrange a mutually satisfactory time for discussion. The Supervisor shall given an oral answer to the grievant within the three (3) working days following such discussion.

Step 2

If the matter is not settled at Step 1, the aggrieved employee may submit within the five (5) working days following the oral answer a written and signed statement of grievance to his Division Head or his designee. The statement of grievance shall be signed by the grievant; shall state the facts giving rise to the grievance; shall identify all the provisions of this Agreement alleged to be violated; shall state the contention of the grievant with respect to the relief requested. Within ten (10) working days following the time of receipt of the statement of the grievance by the Division Head or his designee, he shall, with concurrence of the Public Works Director, submit a written answer to the grievant upon the grievance form or attached there-to with a copy for the Steward. If the matter is settled at Step 2, the grievant shall sign the grievance stating that result.

Step 3

If the matter is not settled at Step 2, the aggrieved employee may appeal by delivering a copy of the grievance to the Department Head within five (5) working days following the time of the receipt of the answer from the Division Head. The Department Head and

Personnel Director shall meet jointly with the grievant within ten (10) working days of the Department Head's receipt of the appeal. The Chief Steward shall be afforded an opportunity to attend the meeting. The Department Head and Personnel Director shall jointly submit a written disposition of the matter within five (5) working days of the conclusion of the meeting. If the matter is settled at Step 3, the grievant shall sign the grievance, stating that result.

Step 4

If the matter is not settled at Step 3, the grievance may be appealed by delivering a copy of the grievance to the City Administrator within five (5) working days following the time of the receipt of the answer from the Department Head and Personnel Director. The City Administrator and the employee shall meet within five (5) working days of the City Administrator's receipt of the appeal. Either party may have a representative at this meeting. The City Administrator shall submit a written disposition of the matter within ten (10) working days of the conclusion of the meeting. If the matter is settled at Step 4, the grievant shall sign stating that result.

Step 5

In the event the answer of the City Administrator is not satisfactory to the Union, then within forty-five (45) calendar days following the date of receipt of the last answer the Union only, and not an individual employee, may file a demand for arbitration with the City Administrator, all pursuant to the following rules and conditions:

(a) The decision of the arbitrator shall be final and binding.

(b) Upon receiving a list of arbitrators from the Federal Mediation & Conciliation Service, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he shall be selected by the parties alternately striking a name from the list. The parties shall be bound by the rules of the Federal Mediation & Conciliation Service.

(c) Only one grievance shall be heard by an arbitrator at any one appointment.

(d) The costs and expenses of the arbitrator shall be shared equally by the parties.

(e) Any grievance not taken to arbitration within the above-stated time limits shall be deemed settled based upon the Employer's last answer.

(f) The arbitrator shall have authority to decide matters involving the interpretation and application of this Agreement, and shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement, or any agreements made supplemental hereto, or any authority to hear or determine any dispute involving wage rate(s), or job classifications.

Section 6.2 Time Limits. The time limits may be extended by mutual agreement between the Employer and the Chief Steward or the Union in writing. Then the new date shall prevail.

(a) Any grievance not answered within the time limits by the Employer shall be deemed automatically appealed to the next step.

(b) Any grievance not appealed by the grievant or his representative within the time limits shall be deemed settled on the basis of the Employer's last answer. Saturdays, Sundays and holidays shall not be included as "calendar days" in this Article. Each party shall have written copies of all grievances, answers and settlements.

ARTICLE VII

NO STRIKES OR LOCKOUTS

Section 7.1 The Union, its officers and its members, individually and collectively, agree that during the life of this Agreement, neither it nor they, nor any employees, will cause, permit, or take part in, any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of production, or interference with the Employer's operations. The Union, its officers and its members will not cause, or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operations, or picket the Employer's premises or interfere with the peaceful operation of the business of the Employer with respect to any dispute.

Section 7.2 The Employer reserves the right to invoke disciplinary action up to and including discharge against any employee taking part in any violation of paragraph 1 above, subject to the grievance procedure.

Section 7.3 So long as the Union and its officers and members are not in violation of Section 7.1 of this Article, the Employer will not cause or sanction a lock-out of any of its

employees.

Section 7.4 This Article is in no way intended to diminish or be in lieu of any statutory prohibition on strikes.

ARTICLE VIII

TEMPORARY TRANSFERS

Section 8.1 The Employer reserves the right to make temporary transfer or schedule changes to fill in for temporary absences of part-time or full-time employees or to cover for additional work loads as may from time to time be necessary to different job, classification, location or shift. Such transfers shall not exceed ninety (90) calendar days at any one time. If the transfer is to be a higher-rated job, the employee shall be notified at the time of the transfer and shall receive the higher rate of pay. There shall be no reduction in pay if the transfer is to a lower paying job.

Section 8.2 Vacancies beyond ninety (90) calendar days shall be reviewed to determine whether or not they should be posted pursuant to Article IX.

Section 8.3 Employer will assign light duty as follows: Employees on leaves of absence due to work related injuries may be assigned to light duty when there is meaningful work available for which they are qualified, as determined by the employer, and when the work falls within restrictions determined by the City's physician. In the event of a conflict of medical opinion between the City's physician and the Employee's primary care physician, an independent third-party medical evaluation by a qualified physician appointed by the City's Workers Compensation carrier, shall be obtained.

ARTICLE IX

PERMANENT VACANCIES

Section 9.1 A permanent vacancy is defined to be any bargaining unit position which the Employer intends to fill caused by the creation of a new position in the unit or by the termination, quit, death, retirement or permanent transfer of an employee, or which will be vacant for a period of forty-five (45) workdays or more by reason of leave of absence.

Section 9.2 When such a vacancy is to be filled, the Employer shall post a notice of

the vacancy in an appropriate place for five (5) consecutive workdays, which notice shall contain the following information:

(a) Title, brief description of the duties, job requirements and pay scale. Such notice shall also state the posting period.

Section 9.3 Any interested employee may apply for the vacancy by delivering to the Personnel Office a written application by the end of the fifth posting day, as stated on the posting notice.

Section 9.4 All applicants shall be considered for the vacancy, including non-employee applicants, and the vacancy shall be awarded to the most qualified applicant, as determined by the Employer. Further, level II positions shall be subject to the following:

(a) An eligibility list will be established by evaluating the following factors:

1. Performance Evaluations
2. Written Exam
3. Oral Examination
4. Years of relevant experience
5. Seniority by Division

(b) In determining each applicant's rating, weight will be assigned to the above-listed factors as follows:

1. 30
2. 20
3. 20
4. 20
5. 10

(c) The eligibility list shall remain active for a period of one (1) year from the date it was established.

(d) No consideration need be given to any applicant who is on probation or who has been awarded a job pursuant to this Article within the preceding six (6) months.

Section 9.5 If an internal applicant is selected, they shall be given a trial period of up to six (6) months to determine if he can meet the average requirements for the job; and, if it is determined by the Employer that he cannot do so, he shall be returned to his former job.

If the vacancy is for the position of Mechanic, Equipment Operator II or Utility Worker II, the trial period shall be up to six (6) months, during which period the employee will be oriented to the job.

Section 9.6 In the event an employee bids on a job in the same or lower pay grade and he is appointed to the job, he shall remain at the same pay step. If he bids to a higher pay grade and gets the appointment, he will go to the next higher rate of pay in the new grade.

ARTICLE X

SPECIFIC LEAVES OF ABSENCE

Section 10.1 Bereavement Leave

(a) Immediate Family. In case of death in the "immediate family", a full-time employee shall receive a leave of absence with pay of four (4) workdays. Immediate family is defined as wife, husband, child or parent.

(b) In case of death in the "family", a full-time employee shall receive a leave of absence with pay of three (3) workdays. Family is defined as brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parent, step-brother, step-sister and step-child.

(c) In case of death of any relative other than those specified in Section 10.1 (a) and (b), and living in the same household, a full-time employee shall receive a leave of absence with pay of three (3) workdays.

(d) In case of death of an aunt, uncle, brother-in-law or sister-in-law or spouse's grandparent, a full-time employee shall receive a leave of absence with pay of one (1) workday.

(e) If the situation warrants an extension, the City Administrator may grant up to an additional three (3) workdays. A written request for any such extension must be filed with the City Administrator.

Section 10.2 Jury Duty Leave. A full-time employee with seniority who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight-time hourly

rate and the daily jury fee plus mileage paid by the Court. In order to receive payment, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims payment. There shall be no loss of seniority or other fringe benefit while serving on jury duty.

Section 10.3 Military Leave. The Employer may grant a leave of absence to full-time employees for the purpose of service in the armed forces, or for the purpose of undergoing training duty in the armed forces, provided that such leave shall be pursuant to the applicable laws and regulations.

Section 10.4 Maternity Leave. Seniority, pay and fringe benefits shall apply to the extent required by law.

Section 10.5 Union Leave. Upon written application, the Employer will grant a leave of absence to not more than one full-time employee at a time for not more than one (1) year for the purpose of filling an appointed or elected Union office, which requires his absence from work on a full-time basis, providing the remaining employees can do the available work. The employee must notify the Employer in writing sixty (60) days in advance of the leave. Seniority shall accrue during such leave.

Section 10.6 All leaves shall be without pay and fringe benefits and without loss of seniority, unless specifically provided to the contrary.

ARTICLE XI

RETURN TO WORK FROM LEAVE OF ABSENCE

Section 11.1 An employee with seniority returning from a leave of absence shall be returned to his former position if possible; if not, to a position designated by the Public Works Director in his discretion, for which the employee is qualified and to which the employee's seniority entitles him, at the appropriate step on the pay scale.

Section 11.2 A probationary employee returning from a leave of absence may be returned to an available vacancy designated by the Public Works Director in his discretion, for which the employee is qualified.

ARTICLE XII

HOURS OF WORK

Section 12.1 A regular work week, for regular full-time employees, shall consist of forty (40) hours, five (5) consecutive days, Monday through Friday. A regular workday for a regular full-time employee shall be eight (8) hours of work.

Section 12.2 The present shift hours are:

1. Streets and Drainage Division

   First Shift: 7:00 a.m. - 3:30 p.m.

   Second Shift: 3:00 p.m. – 11:00 p.m.

   Third Shift: 11:00 p.m. - 7:00 a.m.

2. Water and Sewer Division

   Early First Shift/As assigned: 7:00 a.m. – 3:30 p.m.

   First Shift: 8:00 a.m. - 4:30 p.m.

   Second Shift: 4:30 p.m. - 12:30 a.m.

3. Equipment Maintenance Division

   Early Shift 7:00 a.m. – 3:30 p.m.

   Late Shift 8:00 a.m. – 4:30 p.m.

4. Buildings & Grounds Division

   Early Shift: 6:00 a.m. - 2:30 p.m.

   Late Shift 8:45 a.m. - 5:15 p.m.

Section 12.3 The first and second shifts and those shifts under Section 12.1 above, shall include an unpaid one-half (1/2) hour lunch period. The second and third shifts shall include a paid one-half (1/2) hour lunch period. There shall be two (2) fifteen (15) minute paid breaks on each shift. Each employee shall be allowed a ten (10) minutes period at the end of each shift for the purpose of cleaning up and changing clothes, if necessary.

Section 12.4 The Employer reserves the right at any time upon one (1) week's advance

notice to change the time of any shift.

Section 12.5 - The City of Norton Shores is requiring part-time employees of the Public Works Department to work a minimum of 40 hours per calendar year. Time accrued for mandatory meetings and medical appointments will not be credited towards the required 40 hours of work.

July 1st of each year, part-time employees will be notified in writing of total hours accrued for that calendar year. If the number of required work hours does not meet or exceed 40 hours by December 31, that employee may be dropped from the part-time employee list.

Section 12.6 Duration of Work

A maximum of a 12 hour period of work will be scheduled or assigned by the call-in procedure. If additional work hours are needed, as determined by the Employer, a maximum of 16 hours within a 24 hour period may be worked by an employee. The duration of work may be extended in situations of a declared emergency or upon mutual approval between the Employee's supervisor and the employee.

ARTICLE XIII

SICK LEAVE

Section 13.1 (a) All full-time employees shall be eligible for accumulations of sick leave days of one workday (8 hours) for each month of service.

(b) "Service" shall include days compensated for by reason of sick leave, holidays, vacation or other "paid for days" leave of absence.

(c) Sick leave may not be used at the employee's discretion but shall be used only for the reasons listed in Section 13.2.

Section 13.2 Sick leave shall be granted for the following:

(a) Personal injury not covered by Worker's Compensation;

(b) Personal illness, including medical and dental appointments during working hours. Such appointments shall have prior approval of the department head;

(c) Enforced quarantine in accordance with community health regulations;

(d) Employees are allowed to use up to three sick days (24 hours) per fiscal year for the care of immediate family members. Immediate family is defined as wife, husband, child, parent, step-parent or step-children. Advance approval whenever possible from one of the following: immediate supervisor/division superintendent/department director, in that order, should be acquired in this instance.

Section 13.3 Sick leave pay shall be at the rate of eight (8) hours pay at the employee's straight-time hourly rate for each full day of absence.

When a holiday occurs during an employee's sick leave and the employee is otherwise eligible for holiday pay, it will not be counted as part of the sick leave time.

Section 13.4 Advance of Sick Leave. In those cases where an employee has qualified for sick leave and has exhausted all vacation and sick leave accumulations, the Employer may authorize an extension of sick leave with compensation for a maximum of twenty (20) working days, if the employee is expected to be able to return to work. Such days shall be on a loan basis and repaid at the regular rate of accumulation upon return to work. Upon the expiration of all vacation and sick leave benefits, the Employer may grant a leave of absence, without pay or benefits and with no accumulation of seniority, for a period not to exceed twelve (12) months.

Section 13.5 Sick Leave Administration. Sick leave shall be administered as follows:

(a) Requests. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty and where possible, on extended leaves, in writing.

(b) Doctors' Certificates. The Employer reserves the right to verify the reported sickness of an employee and may require a doctor's certificate for absence due to sickness or injury when there is evidence of abuse of sick leave or in any event for an absence of three days or more. The doctor's certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. The Employer may require a medical examination of the employee by its own physician at the Employer's cost to verify the illness or injury or the ability to return to work.

(c) Sick Leave Charges. Sick leave shall be charge-able only when used on regularly scheduled workdays or work periods.

(d) Should an employee report for his regularly scheduled shift and become injured during his tour of duty necessitating him to leave prior to completion of his shift, such employee shall not be charged for a day of sick leave and shall be compensated for the full shift.

Section 13.6 An employee who expects to be absent on sick leave shall notify his immediate supervisor as promptly as practical, depending on his circumstances, but in any event, where possible, at least one-half (1/2) hour prior to the start of his scheduled shift, or shall lose sick leave compensation for that day.

Section 13.7 No payment for unused sick leave shall be made upon termination of employment, except that 50 percent of all unused sick leave accumulated after July 1, 1992 which are in excess of 75 days shall be paid to the employee upon retirement.

ARTICLE XIV

HOLIDAYS

Section 14.1 The following days are designated and observed as paid holidays for full-time employees:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

Christmas Season Holidays shall be observed as follows: If the Christmas Day or New Years Day holiday falls on a Saturday, the holidays will be observed on the preceding Thursday and Friday. If the Christmas Eve Day or New Years Eve Day holiday falls on a Sunday, the holidays will be observed on the following Monday and Tuesday. If Independence Day falls on a Saturday, it shall be observed on a Friday. If Independence Day falls on a Sunday, it shall be observed on a Monday.

Section 14.2 Holiday Pay. All eligible full-time employees shall be compensated eight (8) hours pay at their straight-time hourly rate for each recognized holiday, whether the employee works or not.

Section 14.3 To be eligible for holiday pay, the employee must meet all of the following rules and regulations:

1. The employee is a full-time employee.
2. The employee must have worked his last scheduled shift before the holiday and his first scheduled shift after the holiday, unless excused or on a paid leave of absence.

Section 14.4 Employees on layoff, unpaid leave of absence, or who are receiving Worker's Compensation shall not be eligible for holiday pay. Employees who are scheduled to work on a holiday and who do not work, unless excused, shall not receive holiday pay.

Section 14.5 If a paid holiday occurs while an employee is on a paid leave of absence or vacation, the employee shall be entitled to an additional day's paid leave of absence or an additional day of vacation.

ARTICLE XV

VACATION AND PERSONAL LEAVE HOURS

Section 15.1 Vacations with pay for full-time employees only shall be based upon years of continuous service with the Employer and shall be granted according to the following schedule:

Years of Continuous Service	Days of Vacation With Pay
Less than 7	10
7, but less than 14	15
14 or more	20

The employee's seniority date shall be used to compute his eligibility for vacation with pay.

Section 15.2 A calendar will be posted from December 1 to December 15 for each division to sign up for vacation/personal leave for the following year. Vacation/personal leave will be

scheduled from the calendar sign up based on seniority with the maximum number of employees being granted the requested time off while maintaining an adequately staffed division as determined by the Employer. Approval for leave time will be determined by December 31. Following the sign up period, leave will be considered on a first come basis beginning December 16.

Section 15.3 Vacation with pay, subject to the approval of the department head, may be taken in increments of one-half (1/2) day (4 hours) and greater.

Section 15.4 The Employer shall, on or about each January 1, and July 1, furnish each employee with a statement of his accrued, but unused, vacation days. Up to ten (10) days accrued but unused vacation days may, upon approval of both the department head and the City Administrator, be carried over to the six (6) month period following the date of the statement.

Section 15.5 Employees shall accrue vacation benefits during the probationary period, but shall not be eligible for vacation with pay until completion of six (6) months of continuous service.

Section 15.6 Employees who voluntarily quit and give the Employer at least two (2) weeks advance written notice, shall be entitled to payment for accrued but unused vacation days.

Section 15.7 When a paid holiday occurs during an employee's vacation, the employee, provided he qualifies for holiday pay, shall receive an additional day of vacation.

Section 15.8 If an employee becomes ill while on vacation, he shall notify the Employer of such illness. The Employer shall, if he determined circumstances so warrant, place the employee on sick leave.

Section 15.9 Each full-time employee shall earn 32 Personal Leave hours per fiscal year, which may be utilized on regular work days for any purpose. Use of personal leave hours must be approved in advance by the Department Head. Personal leave hours shall be credited on July 1 of each year. Any personal leave hours not used before the end of the fiscal year, will be lost and no compensation will be given to the employee.

An employee, having utilized all personal leave hours prior to the end of a given fiscal year, who retires, quits, is terminated for just cause or dies, prior to the end of the fiscal year, shall have a pro-rata adjustment (based on 2080 regular work hours per year) of unearned, utilized personal leave hours made to accumulated sick leave, vacation leave or final paycheck.

(By way of example: Rich hits the Lotto on February 20 and has utilized all his personal

leave hours – hours worked July 1, through February 20 – 1,352 hours. 1352 hours worked = 65% of 2080 hours. Rich has to reimburse 35% of 32 hours. This equals 11.2 hours of "pay" deducted from his sick leave, vacation leave or otherwise deducted from his final paycheck.)

Section 15.10 Not withstanding Section 15.10 above, new hires shall be provided personal days on a prorata basis based on the time of the fiscal year the employee is hired (i.e. one (1) personal day per calendar quarter). Employees shall not be allowed to take personal days during their probationary period. If an employee is hired after January 1, he may carry over personal days to the next fiscal year.

ARTICLE XVI

INSURANCE

Section 16.1 Hospitalization Insurance. The Employer shall continue for the duration of this Agreement, for full-time employees only, the group hospitalization plan in effect on the effective day of this Agreement. The Employer shall pay the single subscriber premium. For full-time employees who elect dependent coverage, the Employer shall pay one hundred percent (100%) of the additional premium attributable to the dependent coverage. Effective July 1, 2004, there shall be deducted from each covered employee's paycheck each pay period a sum of $10.00 ($260 per year total) for the group hospitalization plan. Effective July 1, 2008, there shall be deducted from each covered employee's paycheck each pay period a sum of $20.00 ($520 per year total) for the group hospitalization plan. Such deductions are hereby authorized by this agreement.

Employees will be covered by the BC/BS Simply Blue program.

Section 16.2 The Employer shall continue for the duration of this Agreement, for full-time employees only, the existing disability insurance and life insurance programs with full premium paid by the Employer. The City shall provide life insurance coverage to full-time employees equal to the employee's base salary, rounded to the next highest thousand.

Section 16.3 The Employer's liability with respect to any insurance benefits shall be

limited to the payment of the applicable premium for the insurance coverage specified and upon such payment, all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 16.4 The Employer reserves the right at any time to change insurance carriers, or the method of funding, provided such change does not reduce the level of benefits. Changes to the policy may be made after mutual discussions on the policy are held between the City and Union representatives and changes are agreed upon.

Section 16.5 All insurance coverage shall terminate on the date of termination of employment, except if an employee is on leave of absence, it shall terminate on the first day of the month following the month of leave of absence.

Section 16.6 If an employee is laid off and works part-time hours, hospitalization and life insurance coverage shall be continued for three (3) months, beginning the first day of the month following the layoff.

Section 16.7 Prescription co-pays will be $15 for generic drugs and $50 for name brand drugs. Office visits will be $15. Nonformulary prescriptions will be 50% co-pay, $70 minimum and $100 maximum.

Section 16.8 The Employer shall provide a dental plan for full-time eligible employees and dependents and pay the full cost of the dental program in effect on the effective date of this Agreement.

Section 16.9 Effective July 1, 1993, employees who retire under MERS and their spouses shall be eligible for hospitalization insurance coverage equal to that of a full-time employee, at the expense of the Employer until such time as the employee and/or spouse qualifies for Medicare coverage. At that time the coverage provided must shift to a Medicare supplemental program providing equal fill. Retiring employees and dependents wishing to retain the HMO Optional Coverage until Medicare may do so, subject to the provisions of Section 16.1 and HMO availability.

Effective July 1, 1997, employees who retire after July 1, 1997 may continue dental and optical insurance coverage equal to that of a full-time employee (including eligible dependents, if elected), at the expense of the employee, subject to availability by the insurance carrier. Retired

employees shall, in a timely manner, deposit with the Employer's finance director (or the finance director's designee) such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the retired employee's (and any dependents) further participation in the program.

For employees hired after July 1, 2012, retiree health care will be made available to the employee only upon retirement. The City will contribute, on a monthly basis, $20 X years of service up to $600 toward the premium. The employee will also be able to participate in a Health Care Savings Plan with a 1% employee contribution.

Section 16.10 Insurance Opt-Out Pursuant to the City's Insurance Opt Out Program, employees who have or can obtain hospitalization insurance coverage through their spouse may decline such coverage from the Employer and receive ½ of the premium up to $400 a month, effective July 1, 2009. Effective July 1, 2015 the opt-out amount will be $600. Further, the employee may retain the additional compensation or defer it to a 457 deferred compensation account approved by the Employer. If during the term of this agreement any other bargaining unit, group or individual is granted an insurance opt-out payment in excess of $600 a month, any and all eligible employees of this bargaining unit shall be granted an equal amount as monthly opt-out payment.

Effective July 1, 2012, for those hired after this date, in instances where the employee and his or her spouse are both employed by the City, payment of health insurance premiums and/or payments in lieu of health insurance coverage (opt-out) shall not be duplicated, (i.e. only one policy or payment per covered couple.)

Section 16.11 The Employer shall continue to provide the existing vision care plan for all full-time employees and dependents.

Section 16.12 Benefits at a Glance for all policies outlined in this article are attached as Appendix A.

ARTICLE XVII

SENIORITY

Section 17.1 Seniority is defined as the employee's continuous length of service from the last date of hire into the bargaining unit, and shall be applied as specifically set forth in other

provisions of this Agreement.

In the event that two or more employees have the same date of hire, their order of seniority shall be determined alphabetically by last name.

(a) Employees shall be divided into two separate lists, which shall initially be fixed and agreed upon by the parties as of the date of this Agreement, and the lists shall be on a seniority basis. The separate lists shall contain the following classifications:

1. Regular Full-Time Employees

   Streets and Drainage Maintenance Worker I

   Mechanic and Mechanic's Helper

   Utility Worker I and II

   Buildings and Grounds Maintenance Worker

2. Part-time Employees

   Street Maintenance and Utility Worker

(b) For purposes of this Article, a part-time employee is defined as an employee who has a letter of part-time designation, has passed a physical and is employed on a schedule of less than thirty-two (32) hours in a week.

(c) Employees shall have seniority credit and shall accumulate seniority on either the full-time or part-time list. Transfer from either list to the other shall extinguish the accumulated seniority and commence a new date or hire, except as provided in Section 18.2

(d) There shall be seniority among part-time employees for purposes of layoff and recall.

Section 17.2 All new full-time employees shall be considered as probationary employees for the six (6) months of employment, during which period they may be discharged, laid off, or transferred by the Employer without regard to the provisions of this Agreement. The Employer reserves the right to extend probation up to an additional six (6) months to further evaluate the employee. Benefits that are not available upon the first day of employment will begin upon the completion of 6 months of probation.

The probationary period for part-time employees shall be for ninety (90) actual days at work, but in no event longer than twelve (12) months. A part-time employee who has worked more than 500 hours shall be credited with his probationary period upon receiving appointment as a full-time employee.

There shall be no responsibility for the rehiring or recalling of probationary employees. At the expiration of the probationary period, an employee's seniority will be established as of his hiring date, except as provided in Section 17.2 above for part-time employees.

Section 17.3 The Employer shall maintain such seniority lists, including names, date of hire, and current classification, and it shall be submitted to the Union upon execution of this Agreement. This list shall be updated on an as-needed basis (i.e. new hires, terminations, resignations, retirements etc.) and submitted to the Union.

Section 17.4 The Chief Steward and all Stewards by their seniority shall head the seniority list for purposes of layoff and recall only, provided they are able to perform the work.

Section 17.5 The employment and seniority of an employee shall be terminated for any one or more of the following reasons:

(a) Quit;

(b) Discharge for just cause;

(c) Failure to report for work at the termination of a leave of absence or an approved extension thereof;

(d) Failure to report for work following a layoff, subject to the provisions of Article XVIII;

(e) Failure to report for work without notice for three (3) consecutive workdays. An employee shall notify the Employer prior to the start of the shift, where possible, giving reason for the absence and expected date of return to work;

(f) On layoff from full-time employment for twenty-four (24) months or the length of his seniority, whichever is less.

Section 17.6 An employee who has been or is transferred by the Employer to a position outside the bargaining unit shall retain seniority up to the date of his transfer, but not accumulate seniority thereafter. Should he subsequently be returned by the Employer to the bargaining unit

within six (6) months, he shall be reinstated to his retained seniority.

Section 17.7 Part-time may be terminated after refusal to report for work on three (3) separate consecutive call-ins without an excuse. This includes failure to respond to calls for work opportunities.

Section 17.8 The Union shall receive notice of all bargaining unit personnel hired, terminated, laid off or placed on an extended leave of absence without pay. Such notification shall be given in writing within five (5) working days.

ARTICLE XVIII
LAYOFF AND RECALL

Section 18.1 The word "layoff" means a reduction in the work force due to a decrease of work or limitation of funds, which results in the release of a full-time employee from active employment for such reasons that the Employer may determine which are by way of example, but not by way of limitation: economic factors, loss of work requirements, equipment or supply problems, and other similar work-related conditions. A layoff will be affected in the following manner:

(a) Any layoff that is intended to go beyond three (3) consecutive calendar days, or in fact, does exceed such days, shall be deemed a layoff and will be handled in accordance with Section 18.2 below.

Section 18.2 Indefinite Layoff. For purposes of this Section, the following classifications are recognized:

(a) Streets and Drainage Maintenance Worker I

(b) Streets and Drainage Maintenance Worker II

(c) Mechanic

(d) Mechanic's Helper

(e) Utility Worker I

(f) Utility Worker II

(g) Buildings and Grounds Maintenance Worker

1. Whenever a layoff is to occur, the probationary employees (in any order) and thereafter the least senior employees in the classification affected shall

be laid off, provided that those remaining in that classification are capable of performing the available work.

Section 18.3 In the event of recall from layoff, it shall not be required that any laid-off probationary employee be offered employment.

(a) When the work force is to be increased after a layoff, employees will be recalled according to classification seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work and are still on layoff and have not returned to work in another classification.

(b) Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.

(c) Employees will be granted up to (1) week to return to work upon request.

Section 18.4 No part-time employees will be assigned to perform any work within the classifications listed without such work having first been offered to a full-time employee who is on layoff and who is qualified to perform said work.

Section 18.5 Where an indefinite layoff is to occur, the affected employee and the Steward will receive written notice thereof five (5) workdays in advance of the layoff.

Section 18.6 A discontinuance of any overtime hours shall not be deemed a layoff or force reduction.

A full-time employee who is laid off and who agrees to assigned work as a part-time employee, shall receive the rates and benefits afforded to part-time employees, regardless of the hours worked.

ARTICLE XIX

WORKER'S COMPENSATION LEAVE AND PAY

Section 19.1 A leave of absence shall be granted to a full-time employee who becomes incapacitated as a result of injury or occupational disease incurred through no misconduct of his own while in actual performance of duty.

(a) Compensation During Injury Leave of Seven Days or Less. The employee shall be paid at his regular rate of pay for time lost from work for any injury incurred on the job or occupational disease which incapacitates the employee for seven days

or less.

(b) Compensation During Injury Leave of Eight Days to Thirteen Days. The employee shall be paid at his regular rate of pay for time lost from work for the first seven days, and at the rates stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Compensation insurance benefits, for the eighth through the thirteenth days for any injury incurred on the job or occupational disease which incapacitates the employee for eight to thirteen days.

(c) Compensation During Injury Leave of Fourteen Days (2 Weeks) or Longer. The employee shall be paid at the rates provided and for the length of time stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Compensation insurance benefits for any injury incurred on the job or occupational disease which incapacitates the employee for fourteen days (2 weeks) or longer, or if death results from the injury or disease. Said compensation shall be computed from the date of injury.

(d) Use of Accrued Vacation and Normal Sick Leave. If an employee's compensation under the Worker's Compensation Law falls below his regular rate of pay, the employee shall be permitted to use his accrued vacation and normal sick leave, as provided for in this Agreement, to supplement his Worker's Compensation Insurance Benefits so that there is no loss in pay for time lost from his regular schedule of work.

Section 19.2 Return from leave under this Article shall be in accordance with the provisions of Article XI.

ARTICLE XX
LONGEVITY

Section 20.1 All full-time employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedules:

Percent of Base Salary	Completion of Continuous Service Year
Two and one-half (2-1/2%)	Five (5)
Five (5%)	Eleven (11)
Seven and one-half (7-1/2%)	Seventeen (17)
Ten (10%)	Twenty-three (23)

Section 20.2 Definitions

(a) Base salary shall be that which is in effect for the employee at the beginning of the payroll period in which the service year is completed.

(b) Continuous service shall be counted beginning with the last date of hire or last date of commencing service as a full-time employee.

(c) Continuous service shall be broken by any event set forth in Article XVII.

(d) Service time shall not accumulate and the qualification date shall be postponed for any absence occasioned by either layoff, suspension or leave, which is without pay and which is in excess of thirty (30) calendar days.

Section 20.3 Payment. Longevity pay will be paid either as an increment with the regular paycheck, or paid semiannually in June and December of each year, at the option of the employee.

Section 20.4 Upon termination, a full-time employee shall be paid the accrued pro-rata amount of longevity pay.

Section 20.5 Effective July 1, 2000, longevity payout for employees hired before July 1, 2000, shall be capped at $5,500 annually.

Section 20.6 Effective July 1, 2000, the longevity schedule for employees hired after July 1, 2000, shall be as follows:

Annual Payment	Completion of Continuous Service Year
$ 250	Five (5)
$ 500	Eleven (11)
$ 750	Seventeen (17)
$1,000	Twenty-three (23)

ARTICLE XXI

GENERAL PROVISIONS FOR PART-TIME EMPLOYEES

Section 21.1 The Employer's continued use of its part-time employee program will be for the purpose of achieving maximum efficiencies and economy for the taxpayers and will not be for the purpose of laying off full-time employees or reducing a regular schedule of work hours.

Section 21.2 The Union acknowledges the City's ability to continue the utilization of part-time employees, which ability is limited only by specific language in this Agreement.

Section 21.3 The non-scheduling, failure to call, or assign work, or the release from work assignment of any part-time employee shall not be deemed a layoff.

ARTICLE XXII

NON-UNIT EMPLOYEES WORKING

Section 22.1 Non-bargaining unit employees may perform those unit duties where they are:

(a) Filling in for temporary absences of employees, but for no longer than one (1) workday;

(b) For instruction or training of employees for a reasonable period of time;

(c) For experimental work or the use of new equipment on a trial basis, not to exceed one (1) workweek;

(d) During emergency situations and to preserve and protect property or persons from damage or injury, until a full-time employee reports for work.

ARTICLE XXIII

OVERTIME AND PREMIUM PAY

Section 23.1 The Employer may, in its discretion, designate mandatory and voluntary overtime.

Section 23.2 - A full-time employee will be paid either one and one-half times his straight-time hourly rate, or shall receive compensatory time off at one and one-half times his straight-time hourly rate, at the discretion of the Employer for all authorized hours worked in excess of his eight

(8) hour shift or in excess of forty (40) hours in a workweek. An employee shall be allowed to accumulate a maximum of 24 hours of compensatory time. All unused compensatory time shall be paid to the employee on the first pay period of December of each year. Employees requesting compensatory time off must make such request as far in advance as possible. Any compensatory time off shall be taken at a time approved by the department head or designee.

There shall be no pyramiding of hours for purposes of computing overtime pay or payment of more than one premium pay for the same hour.

Section 23.3 A full-time employee shall be paid either one and one-half times his straight-time hourly rate, or shall receive compensatory time off at one and one-half times his straight-time hourly rate at the discretion of the Employer for all mandatory authorized hours worked on the holidays provided in Article XIV hereof, to the extent permitted by applicable law.

Section 23.4 A regular full-time employee shall be paid either two times his regular straight-time hourly rate or compensatory time at the discretion of the Employer for all authorized hours worked on Sunday.

Section 23.5 Any paid time off shall be computed as time worked for overtime computation.

Section 23.6 Scheduled Overtime. Overtime among full-time employees within a classification shall be equalized, whenever practicable, within a twenty-four (24) hour spread each calendar month among those full-time employees capable of performing the available work. An employee excused from overtime or an employee unable to be reached shall be credited for purposes of overtime equalization with the overtime hours as if he had actually worked them. An overtime chart shall be posted and available to all employees. Overtime imbalances beyond the twenty-four (24) hour spread shall be adjusted by giving the employee with the least amount of overtime hours first opportunity for overtime work to bring his overtime hours more nearly into balance.

Section 23.7 Shift Continuation Overtime. Overtime work occurring beyond an employee's regular shift shall be offered to the employee assigned to that duty generating overtime. If the overtime work is not currently assigned or the employee on the assigned duty refuses the overtime, it shall then be offered to qualified employees then on duty in that classification, by seniority, it being understood that the least senior qualified employee must take

the assignment.

Section 23.7 Overtime Call-in Procedure. In the event that the Employer determined the need to call-in an employee or employees for work that needs to be done outside of the scheduled work hours, such call-in shall be on the basis of seniority by division. The Employer shall maintain a list in each division listing the employees in that division by seniority. At such time as the need for call-in overtime should arise, the Employer shall first offer the call-in overtime assignment to the most senior employee on the list in that division. If, after reasonable attempt, the Employer is unable to contact the most senior employee, or the most senior employee declines the call-in overtime assignment, the Employer shall continue down the list in descending order of seniority, until such time as the call-in overtime assignment is filled.

(*A "reasonable attempt" shall be defined as a phone call to the primary and secondary (which must be a land line) contact numbers as provided by the employee. Such attempt shall be documented by voicemail where such is available, and by written documentation of the Employer representative placing the call.*)

To be eligible for any call-in overtime assignment, the employee must be capable of performing the required overtime call-in work, as reasonably determined by the Employer. Call-in overtime work shall not be subject to overtime equalization and shall not be considered in the assignment of unscheduled overtime.

The employer must talk directly to the employee regarding an overtime work opportunity, otherwise, the call will be classified as a refusal.

An employee who utilizes sick leave for all or part of their regularly scheduled shift shall be considered unavailable for overtime until they have worked their next scheduled shift. Exceptions are to be made if the sick time is used for attending appointments.

Employees utilizing vacation or personal leave shall be considered available for overtime outside the regularly scheduled hours provided they given written notice of same to the immediate supervisor in advance of starting the leave.

Section 23.8 Use of Part-time Employees. The work and hours assigned to part-time employees shall not be deemed to be available overtime hours for full-time employees.

Section 23.9 In the event it becomes necessary, as determined by the Employer, for

work to continue beyond the employee's regular shift for not more than two (2) hours, such work will be assigned to a regular full-time employee then available on the job in that classification. These hours will not be subject to equalization.

Section 23.10 – Minimum call-in pay Employees eligible for overtime payment who are called in to work on a regularly scheduled day off or who are called in prior to the start of the workday, and/or are called in back to work after having left work from their regular shift, shall receive a minimum of two (2) hours overtime pay regardless of the number of hours worked. An employee required to work in excess of the minimum call-in time shall be paid for time worked at the appropriate rates.

ARTICLE XXIV
DISCIPLINARY PROCEDURE

Section 24.1 Employees with seniority shall be discharged only for just cause. Any such employee shall have the right to challenge the propriety of disciplinary action or discharge through the regular grievance procedure. In the event of disciplinary suspension or discharge, the department head shall notify the employee's steward or other Union representative, as soon as possible. A copy of the disciplinary action will be delivered to the Union. The Union representative will be called promptly, and in any event will be notified within one (1) working day following the action, if such notification cannot be made immediately.

Section 24.2 Written notification will be made to the Union of any changes in the existing work rules and regulations, with any opportunity for the Union to grieve the reasonableness of the changes within ten (10) workdays.

ARTICLE XXV
GENERAL

Section 25.1 The Employer shall provide a bulletin board in the City Garage and the Cemetery to be used by the Union to post notices of Union meetings, elections and social events.

Section 25.2 If any Article or Section of this Agreement or supplement thereto should be held invalid by operation of State and Federal law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article of Section should be restrained by such

tribunal, the remainder of this Agreement and any supplements thereto shall not be affected thereby. Either party may request that the other enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 25.3 The Employer shall provide, in its discretion, necessary foul weather gear, gloves, eye and ear protectors and hard hats, as the circumstances require.

Section 25.4 The Employer shall provide copies of the final Agreement to each employee covered under this Agreement and four copies of the Union.

Section 25.5 Whenever practicable in the Employer's opinion, employees will be given an opportunity to train on equipment or new processes for promotion purposes at the employee's regular rate of pay.

Section 25.6 If it is necessary for the City to subcontract any services or work which are normally performed by bargaining unit employees, and if the subcontracting would cause the layoff of any full-time employees, the City will not do so without first engaging in meaningful discussion on this matter with the Union.

Section 25.7 (a) The Employer shall provide, at no cost to employees, ten (10) uniform changes every two weeks to each full-time employee. Employees are required to wear the uniforms.

(b) The Employer shall provide full-time Employees outerwear consisting of a winter coat and bib overalls. Employer will replace outerwear, due to sizing issues, not more than once every three years. The outerwear will be of a Carhartt or Walls style in a consistent color, replaced as needed at the discretion of the Employer. The Employee will maintain the outerwear in a clean and presentable manner. Outerwear will be provided upon completion of probation or upon signature of an agreement paying the City back if the employee leaves or is terminated prior to the end of probation.

A $140 allowance for boots will be given to each employee covered by this agreement each fiscal year. The amount will be prorated for the first year based on hire date. (Taxes will be adjusted for this amount and will be added into a regular paycheck.)

(c) The Employer will provide City logo light weight jackets and hats which shall be

worn when a jacket or hat is desired to be worn. If these jackets are soiled or damaged, a plain jacket may be worn until the jacket is cleaned, repaired or replaced by the City.

(d) No advertising, other logos, emblems or markings to deface the clothing are to be added. Discreetly adding name will not be considered defacement.

Section 25.8 Members of the bargaining unit may select three representatives to a Safety Committee designed to review safety procedures concerning employees covered by this Agreement.

Section 25.9 Written notification will be made to the Union Business Representative of any changes in the existing work rules and regulations, with an opportunity for the Union to grieve the reasonableness of the changes with ten (10) workdays.

Section 25.10 The Employer shall reimburse full-time employees for the amount charged over the standard license fee for any driver's license or endorsements required by the Employer.

In the event a physical exam is required to obtain licensing requirements, the employee will see the City physician at City expense. The City will receive a report of the physical exam results.

Section 25.11 Effective July 1, 1992 the Employer shall provide for the B-3 program and pay the cost thereof.

Effective July 1, 1996 the Employer shall provide for the F55-15 program and pay the cost thereof.

Effective July 1, 1999, the Employer shall provide for the FAC-3 program and pay the cost thereof.

Effective July 1, 2001, the Employer shall provide for the B-4 program and pay the cost thereof.

Effective July 1, 2009, current employees will contribute 1% to the MERS pension plan.

Employees hired prior to July 1, 2010

Effective July 1, 2013 full-time employees will contribute an additional .75% of their salary to the MERS pension plan. (1.75% total)

Effective July 1, 2014 full-time employees will contribute an additional .75% of their salary to the MERS pension plan. (2.5% total)

Employees hired after July 1, 2012

Effective July 1, 2012, full-time employees hired after this date will receive Benefit Program B-3 (2.25%) including the F60-10 waiver and the FAC-5 program provided for in the Michigan Municipal Employees Retirement System Act, Act No. 135, Public Act of 1945, as amended for all full-time employees. They will contribute 3% of their salary to the MERS pension plan.

Section 25.12 Effective with the effective date of the agreement, all forms requiring an employee signature will be signed. This signature only acknowledges that the form was discussed and a copy of the form was given to the employee. This does not mean the employee agrees with the documentation. This includes, but is not limited to, grievances, disciplinary forms and evaluations.

Section 25.13 Mechanic's Tool Allowance: This confirms our agreement that the Employer will provide an annual allowance of up to Five Hundred Dollars ($500) for tools for employees in the classification of Mechanic within the bargaining unit. The tool allowance shall be used to purchase new tools which are required to perform new functions or to replace existing, worn out tools. Worn out or damaged tools must be turned in for replacement. Purchases of new tools must receive prior approval from the Director of Public Works.

Section 25.14 Licensing Exams and Certifications

To encourage further education of employees of the Water/Sewer Division, the City will pay for taking the Drinking Water Operators exam, all levels, up to twice per exam. Once a certification is achieved, the City will pay for renewal every three years as required.

ARTICLE XXVI

WAGES

Section 26.1 New hires may be placed on the appropriate step on the salary or wage schedule in the discretion of the Employer, in recognition of prior experience either with the

Employer or others.

Section 26.2 Upon being placed in the wage schedule, full-time employees may progress through the steps in accordance with the following procedures:

(a) The step increase shall be granted only upon recommendation of the Public Works Director, with approval of the City Administrator at each step in the schedule.

(b) In the event that an employee is to be denied the step increase, he shall be informed in writing, with reasons for the denial, fifteen (15) calendar days prior to the increase date. If the personal evaluation is not performed with the employee prior to fifteen (15) calendar days before the increase date, the wage increase will be automatic on the increase date.

(c) For purposes of computation of months of service for full-time employees, service time shall not accumulate and the qualification date for the step increase shall be postponed for any absence occasioned by either layoff, suspension or leave which is without pay and which is in excess of thirty (30) calendar days.

(d) A merit pay increase to the next step in advance of the normal step increase qualification date may be awarded to an employee for exceptional service in the discretion of the Employer.

(e) An employee who is reclassified to a higher pay grade shall receive not less than one-step pay increase and thereafter progress through the steps.

Section 26.3 Upon being placed in the wage schedule, part-time employees may progress through the steps in accordance with the following procedures:

(a) An employee shall be eligible to advance from Step 1 to Step 2 provided that he has worked not less than 250 hours within the Public Works Department as a Street Maintenance and Utility Worker and has been on the Public Works Department payroll for not less than six (6) months and provided the advancement has been approved by the Employer.

(b) An employee shall be eligible to advance from Step 2 to Step 3 provided that he has worked not less than 500 hours within the Public Works Department as a Street Maintenance and Utility Worker and has been on the Public Works Department payroll not less than twelve (12) months and provided the

advancement has been approved by the Employer.

(c) An employee shall be eligible to advance from Step 3 to Step 4 provided that he has worked not less than 1,000 hours within the Public Works Department as a Street Maintenance and Utility Worker and has been on the Public Works Department payroll not less than twenty-four (24) months and provided the advancement has been approved by the Employer.

(d) An employee shall be eligible to advance from Step 4 to Step 5 provided that he has worked not less than 1,500 hours within the Public Works Department as a Street Maintenance and Utility Worker and has been on the Public Works Department payroll for not less than thirty-six (36) months and provided the advancement has been approved by the Employer.

Failure to work the hours provided will cause a postponement of the step increase until the hours are worked.

Section 26.4 The wage schedule shall be effective upon signature of the contract by both parties or July 1, 2015, whichever is later, through June 30, 2018.

EFFECTIVE JULY 1, 2015

July 2015 – 2.00% increase	Step 1	Step 2	Step 3	Step 4	Step 5
St Maint - Utility Worker	$14.55	$15.14	$15.74	$16.36	$17.09
Bldg/Grnds Maint Work	$16.00	$17.14	$18.34	$19.61	$21.02
Mechanic's Helper	$16.00	$17.14	$18.34	$19.61	$21.02
Streets and Drainage Maintenance Worker I	$16.00	$17.14	$18.34	$19.61	$21.02
Utility Worker I	$16.00	$17.14	$18.34	$19.61	$21.02
Mechanic	$18.26	$19.15	$20.10	$21.13	$22.08
Streets and Drainage Maintenance Worker II	$18.26	$19.15	$20.10	$21.13	$22.08
Utility Worker II	$18.26	$19.15	$20.10	$21.13	$22.08

July 2016 – 2.00% increase	Step 1	Step 2	Step 3	Step 4	Step 5
St Maint - Utility Worker	$14.84	$15.44	$16.05	$16.69	$17.43
Bldg/Grnds Maint Work	$16.32	$17.48	$18.71	$20.01	$21.44
Mechanic's Helper	$16.32	$17.48	$18.71	$20.01	$21.44
Streets and Drainage					
Maintenance Worker I	$16.32	$17.48	$18.71	$20.01	$21.44
Utility Worker I	$16.32	$17.48	$18.71	$20.01	$21.44
Mechanic	$18.62	$19.53	$20.51	$21.56	$22.52
Streets and Drainage					
Maintenance Worker II	$18.62	$19.53	$20.51	$21.56	$22.52
Utility Worker II	$18.62	$19.53	$20.51	$21.56	$22.52

July 2017 – 2.00% increase	Step 1	Step 2	Step 3	Step 4	Step 5
St Maint - Utility Worker	$15.13	$15.75	$16.37	$17.02	$17.78
Bldg/Grnds Maint Work	$16.65	$17.83	$19.08	$20.41	$21.87
Mechanic's Helper	$16.65	$17.83	$19.08	$20.41	$21.87
Streets and Drainage					
Maintenance Worker I	$16.65	$17.83	$19.08	$20.41	$21.87
Utility Worker I	$16.65	$17.83	$19.08	$20.41	$21.87
Mechanic	$19.00	$19.92	$20.92	$21.99	$22.98
Streets and Drainage					
Maintenance Worker II	$19.00	$19.92	$20.92	$21.99	$22.98
Utility Worker II	$19.00	$19.92	$20.92	$21.99	$22.98

In the event another City of Norton Shores bargaining unit receives a wage rate increase higher than 2%, the wages will increase for the Teamsters also.

ARTICLE XXVII

DURATION

Section 27.1 This agreement shall be effective as of July 1, 2015 and shall remain in full force and effect until and including the thirtieth (30th) day of June 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary.

LOCAL 214
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

Dennis C. Nauss, Business Representative

Dated: 6/16/15

CITY OF NORTON SHORES

Lynne Fuller

Dated: 7/6/15

LETTER OF UNDERSTANDING

WORK RULE ADDITION

Some abuse of the present break practice has caused a loss of efficiency and production; further, the abuse when it occurs is very visible to the public and reflects on our entire organization.

If it is not possible on a particular job to take your break as outlined below, get your supervisor's approval before you change your break place.

Effective October 1, 1988, the two 15-minutes breaks will be scheduled on the job by the Supervisor using the following guidelines:

Streets & Drainage. On the job location, unless otherwise directed by the Supervisor.

Water & Sewer. On the job location, unless otherwise directed by the Supervisor.

Equipment Maintenance. At the garage.

Buildings & Grounds. At the then assigned building or facility.

We ask everyone's cooperation in this matter. Any continued abuse will cause progressive discipline.

CITY OF NORTON SHORES

By _____

Date July 6, 2015

TEAMSTERS LOCAL 214

By _____

_____