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DEPARTMENT OF PUBLIC WORKS

A G R E E M E N T

This Agreement entered into on this 7th day of August 1973, between the City of Big Rapids (hereinafter referred to as the "EMPLOYER") and Big Rapids City Employee's Chapter of Local 1865, affiliated with Council #55 International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only).

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION OF UNION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All employees of the City of Big Rapids, but excluding Fire Department employees, Police Department employees, City Hospital employees, office clerical employees and supervisors.

B. Aid To Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Paragraph A.

ARTICLE II

RECOGNITION OF RIGHTS OF EMPLOYER

A. Nothing in this Agreement shall be deemed to limit or curtail the City in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers, and authority. The Union recognizes that the City's rights, powers, and authority include but are not limited to, the right to direct and manage the work force, including by way of illustration the determination of policies, operations, assignments, schedules, discipline, layoff of employees, purchasing equipment, and maintenance of equipment, except as any of these rights are expressly abridged by the provisions of this Agreement.

B. Rules. The City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

ARTICLE III

UNION SECURITY AND CHECK-OFF

A. Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(1) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(2) Employees covered hereby who after the effective date of this Agreement become members of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(3) Each employee hired on or after September 24, 1969, shall, as a condition of employment, after thirty (30) calendar days of employment, either acquire and maintain membership in the Union, or pay to the Union each month, a service charge as a contribution toward the administration of this Agreement, in an amount equal to the regular monthly dues. Such contributions shall be checked off upon proper written authority executed by the employee.

B. Union Dues and Initiation Fees.

(1) Payment by Check-off or Direct to the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues

by signing the Authorization for Check-off of Dues Form, or may pay the same directly to the Union.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an Authorization for Check-off of Dues form which is consistent with the terms of this Agreement and does not impose restrictions of free choice upon employees.

(2) Deductions. Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(3) Delivery of Executed Authorization of Check-off Form. A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues forms

which have been properly executed and are in effect. Any Authorization for Check-off of Dues which is incomplete or in error will be returned to the Local #1865 Secretary-Treasurer by the Employer.

(4) When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

(5) Delivery of Additional Check-off Forms. The Union will provide to the Employer any additional Authorization for Check-off of Dues forms under which the Union membership dues are to be deducted.

(6) Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-laws, refunds to the employee will be made by Local #1865.

(7) Remittance of Dues to Secretary-Treasurer. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Local #1865 within ten (10) days after the deduction is made. The employer shall furnish the designated

financial officer of Local #1865, monthly, with a list of those for whom the Union has submitted signed Authorization for Check-off Dues forms, but for whom no deductions have been made and the reasons why.

(8) Termination of Check-off. An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he revokes his Authorization for Check-off of Dues. Local #1865 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(9) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

ARTICLE IV

UNION REPRESENTATIVES

A. The employees covered by this Agreement will be represented by a Chapter Chairman and two (2) Stewards; One (1) steward to represent seven (7) day operation employees and one (1) to represent all others.

B. Employees covered by this Agreement will be represented by a Bargaining Committee of three (3) employees - One (1) of whom shall be Chapter Chairman.

C. The Union shall keep the City Manager advised, in writing, of the members of the Employees Committee, and only such duly certified employees shall be recognized by the City as members of the Employees Committees.

D. For the purpose of layoff and recall only, stewards and chapter chairman shall be considered to have the greatest seniority of all employees in their respective departments, provided that such employee must have the physical fitness and ability to perform the work available.

ARTICLE V

SPECIAL CONFERENCES

Special conferences for important matters, including safety, will be arranged between the Local Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representatives of the Employer and no more than three (3) employee representatives of the Chapter. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

This meeting may be attended by a representative of the City Commission and/or a representative of the Union whom shall not be considered as one (1) of the three (3) employee representatives. Up to three (3) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

ARTICLE VI

GRIEVANCE PROCEDUREA. Definition of Grievance.

A grievance is defined as a claim of a violation of a specific provision or of provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations.

B. Verbal Procedure

An employee and/or his Steward may discuss a grievance with the employee's supervisor.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it, the settlement shall be signed by the supervisor, and a copy of the settlement shall be given to the employee and the steward.

C. Written Procedure

STEP ONE: If the grievance is not settled through the verbal procedure above, it may be reduced to writing, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and his Steward, and presented to the employee's Supervisor, provided that such must be done no later than the end of the third (3rd) working day following denial of the grievance in the verbal procedure, failing which, it will

be deemed to have been withdrawn permanently. The Supervisor shall endorse the Union's copy of the grievance to show the date of receipt.

The Supervisor shall render his written disposition of any grievance so filed, no later than the end of the third (3rd) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's Steward or, in the Steward's absence, to the Unit Chairman, who shall endorse the Supervisor's copy to indicate receipt by the Union of such disposition and the date of such receipt.

STEP TWO: If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Unit Chairman who shall submit it to the City Manager no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step One. Failure to so advance a grievance to Step Two shall result in its being deemed permanently settled on the basis of the disposition given it by the Supervisor in Step One. The City Manager shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it with the Union Committee if the Unit Chairman so requests, the City Manager shall give his written disposition of the grievance to the Unit Chairman who shall endorse the Manager's copy to indicate

receipt of such disposition and the date of such receipt. This Step shall be completed within five (5) working days of receipt of the grievance by the Manager.

STEP THREE: If the grievance is not settled in Step Two, the Union, no later than the end of the fifth (5th) working day following completion of Step Two, may make written request to the City Manager for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the City in Step Two.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the City shall give written disposition of the grievance to the Unit Chairman no later than the end of the fifth (5th) working day following the date of such meeting.

STEP FOUR: Arbitration. If the grievance disposition given in Step Three is not considered satisfactory, the Union may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step

Three, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step Three, a Council or International representative of the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step Three, notify the City in writing that it elects to take the matter to arbitration.

In the event the City and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association and thereafter the disputes shall be handled in accordance with the rules and regulations of the American Arbitration Association.

The Employer, the Union, and the independent arbitrator, shall be subject to the following, which shall control if there be conflict with a rule of the American Arbitration Association:

- (1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
- (2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.
- (3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its

work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

(4) Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided, however, that such facts or material must have been discussed during the grievance procedure preceding appeal to arbitration.

(5) The Association's Administrative fee and other charges and the arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.

(6) The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding.

D. Grievance Procedure - General

It is understood and agreed that any grievance settlement arrived at hereunder, between the City and the Union, is binding upon both parties and cannot be changed by any individual employee.

If the City representative in Step One or in Step Two fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step, Step Two or Step Three, respectively.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a

representative (or representatives) of the City, Stewards and the Unit Chairman shall be paid, at their regular, straight-time rate, for those hours during which they would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave his work for such purpose before first notifying his Supervisor and turning his work over to a replacement who shall be provided by the Supervisor as promptly as is practicable under the circumstances.

It is agreed that any grievance must be brought up within five (5) working days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment or unemployment compensation.

ARTICLE VII

DISCHARGE AND SUSPENSIONA. Notice of Discharge or Suspension

The Employer agrees promptly upon the discharge or suspension of an employee to notify in writing the Steward in the department of the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Steward of the department and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or suspension with the employee and the Steward.

C. Appeal of Discharge or Suspension

Should the discharged or suspended employee or the Steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step Two of the grievance procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

D. Use of Past Record

Employer will not base disciplinary action, in whole or in part, on any rule infractions occurring more than two (2) years prior to the date of discipline. It is understood, however,

that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the City Manager.

ARTICLE VIII

SENIORITYA. Definition.

Seniority is defined as length of continuous service with the City since the employee's most recent date-of-hire. Seniority shall commence after the employee completes the probationary period hereinafter provided for. Seniority shall be applied only as specifically set forth in this Agreement.

B. Seniority Lists.

Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a list of the employees covered hereby, in seniority order according to its records - most senior employee being listed first.

Semi-annually after the date of such initial posting, for the duration of this Agreement, the City will, upon request, furnish to the Council and to the Local, a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first.

It shall be the responsibility of each employee to check each such later list and to notify the City Manager of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

In effecting personnel changes, the City shall be entitled to rely on such posted lists. If an employee shall so notify the City Manager of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the City shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the City of such error.

C. Probationary Employees.

All employees shall be considered to be on probation, and shall have no seniority, for three (3) calendar months of continuous employment following the first day of work for the City.

If an employee who is laid off during his probationary period is returned to work by the City and works at least one (1) calendar month, he shall be credited with such period of work towards completion of his probationary period. If he so completes a total of three (3) months of work within a one (1) year period, he shall be deemed to have completed his probationary period.

The City shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period.

D. Seniority Status.

Upon an employee's completion of the probationary period,

he shall acquire seniority and he shall be placed upon the seniority list with a date to coincide with his date of last hire.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the drawing of lots.

E. Seniority Employees Transferred Outside The Bargaining Unit.

If an employee is transferred to a position with the City which is not included in the unit covered hereby and he is thereafter transferred again to a position within such unit by the City, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

F. Temporary Employees.

Temporary employees, commonly called summer help, will not be covered by, nor subject to, any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees.

ARTICLE IX

LOSS OF SENIORITYA. General Rules.

An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event:

- (a) He is discharged for just cause and the discharge is not reversed; or
- (b) He retires; or
- (c) He quits; or
- (d) He is laid off for a period of one (1) year; or
- (e) He accepts employment elsewhere while on a leave of absence other than a Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or
- (f) He fails to report for work within three (3) working days after expiration of a leave of absence; or
- (g) He fails to report for work within three (3) working days after he is notified to do so in person, by telephone, or by telegram or by certified or registered mail sent to his address of record with the City; or

provided that, in the case of notice given in person or by telephone, the City shall promptly thereafter give to the Local Chapter Chairman a memorandum, in writing, that it has given such notice; or

- (h) He is absent from work, without permission, for three (3) consecutive scheduled workdays.

B. Exceptions to Above General Rules.

An employee whose name is removed from the seniority list for any of the reasons "(b)" through "(h)" above, shall be deemed to have quit, subject only to the following exception:

If an employee falls within situation "(f)", "(g)" or "(h)" and his failure to report or his absence from work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the City Manager of such reason by certified mail, or by telegram, before the expiration of the three (3) day period in the case of "(f)" or "(g)", or before the end of his scheduled shift on the third (3rd) working day in the case of "(h)".

It is recognized that the City may require substantiation of the reason given by an employee under which he claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the City, and the City determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the City to the grievance procedure herein provided.

ARTICLE X

APPLICATION OF SENIORITYA. Basic Principle.

Seniority shall be applied in job transfers, layoffs and recalls when the employees under consideration each have the skill and ability to perform the job available.

B. Temporary Transfers.

If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any job covered hereby, the City shall have the right temporarily to assign an employee to another job for which it deems he's qualified, with no change in rate.

C. Permanent Transfers and Promotions.

A job opening, for a job covered hereby, shall be posted on each of three (3) bulletin boards for a period of two (2) full working days, Monday through Friday. However, if an employee has his two (2) days off during the two (2) posting days, he shall have one (1) additional day to bid for the job.

During the period of the posting of a job, an employee may bid for it by signing the posting. After the end of the posting period an employee may not bid, regardless of his reason for failure to bid during the period of the posting, and also regardless of his seniority standing relative to those who did bid during the posting period.

The senior employee who bids for the job and who is qualified under "A" above, shall be granted a three (3) day trial period on the new job.

If the senior employee who bids for the job is not deemed qualified by the City, he shall be given the reasons for his rejection in writing and he shall have recourse to the grievance procedure.

During his first ten (10) workdays on his new job, a successful bidder may elect to return to his former job, if he so desires, or the City may transfer him back to his former job. If the job is vacated during such period, the City may, at its option, select another bidder from the posting, or it may repost the job.

After an employee's successful transfer to a job for which he has bid, he shall be ineligible to bid for six (6) months thereafter. However, if the job for which he desires to again bid is a higher-paying job than the job he successfully bid for he shall be eligible to bid after working thirty (30) calendar days on the job.

If an open job is not filled through the methods above provided, the City may either hire in an employee for the job or select an employee and train him for the job.

D. Layoff Procedure.

Whenever it becomes necessary to lay off any employees for lack of work, the City will notify the employees two (2) Calendar

days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used.

(1) The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to qualify to do the required work.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification for which the laid-off employee has the skill and ability to do the work satisfactorily with normal supervision but without any additional training.

Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity of workmanship, or efficiency of an average operator on that type of work, within his or her first three (3) working days on the new job.

An employee may exercise seniority to bump into a different classification only once during any one layoff. If that employee is unable to perform the job within three (3) days under the preceding paragraph, said employee shall not have any further bumping rights but shall be laid off.

(2) Employees laid off for lack of work shall continue on layoff status until recalled according to seniority.

E. Recall.

When the work force is increased after a layoff, the following procedure will be followed:

(1) If an increase in a job classification is necessary, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

F. Procedure To Accomplish Recall.

When employees laid off for lack of work are to be recalled, the following method will be used by the City.

(1) The employee or his spouse will be called by telephone, or notified in person of his recall and the date on which he is to return to work.

(2) If an employee cannot be contacted personally under "1" above, the City will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.

(3) Any employee notified in accordance with "1" or "2" above, who fails to report for work within the time limits set forth in Article X, Section A(g) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the

end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the City Manager, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

ARTICLE XI

RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE XII

STRIKES, WORK INTERRUPTIONS

A. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of Employer.

B. The City may at its option, discipline, including discharge, any or all employees violating any provision of Paragraph A of this Article.

C. During the term of this Agreement the City shall not cause, permit or engage in any lockout of its employees.

D. Both the City and the Union reserve all rights to seek legal redress for any violation of this Article. Nothing contained in this Article shall be construed as a waiver of any such right to which either party is entitled.

ARTICLE XIII

WRITTEN AGREEMENTS

There are no understandings or agreements or past practices which are binding on either the City or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the City or the Union until it has been put in writing and signed by both the City and the Union.

ARTICLE XIV

UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building (up to a limit of three (3) such bulletin boards) which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

ARTICLE XV

UNPAID LEAVES OF ABSENCEA. Military Service Leave

The City and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes.

B. Personal Business Leave

An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave be granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the City, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated upon.

C. Sick Leave

An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period up to one (1) year. Such leave, and any extension(s)

thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of a sick leave of absence.

An employee applying for or returning from sick leave of absence may be required by the City to furnish a physician's statement as to his condition.

D. Union Business Leave

An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence for his term of office. Seniority shall be accumulated during the first twelve (12) months of such a leave of absence, and retained thereafter.

One member of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed two (2) calendar weeks in duration.

A request for Union business leave of absence shall be in writing, shall be submitted by the President of the Union's Council, shall be submitted to the City Manager, and shall state the general purpose for which Union business leave is requested.

ARTICLE XVI

SICK TIME

A. Every employee of the City shall be allowed sick leave with pay at the rate of one day for each month of continuous service.

Unused sick leave may be accumulated up to a maximum of ninety (90) working days.

B. In cases of extreme emergency involving employees with a record of meritorious service, who through serious and protracted illness have used up all accumulated sick leave and vacation time, a loan of sick leave days beyond the maximum provided for in these rules may be granted by the City Manager upon written request by the employee. If the Employee leaves the City service before earning the sick days loaned, he shall be required to pay to the City the amount owed in loaned sick days.

C. An employee eligible for sick leave with pay may use such leave for the following:

(1) Absence due to illness of the employee or the employee's immediate family which is limited to husbands, wives, children and parents.

(2) Absence to act as pallbearers.

D. Only the sick leave record kept by the City Office shall be considered official. These records may be reviewed by the

employee. Upon return to work all sick leave must be requested in writing to the department head who will deliver said request to the City Office so the official record can be updated.

ARTICLE XVII

BEREAVEMENT PAY

When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, grandparent, child, or step-child, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee on request will be excused for up to three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral.

Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his 19th birthday.

An employee excused from work under this Paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work for which he is excused (excluding Saturdays, Sundays and holiday). Time thus paid will not be counted as hours worked for purposes of overtime.

ARTICLE XVIII

VACATIONS

A. Eligibility. An Employee is eligible for the following vacation pay:

- (1) One (1) week pay after One (1) year of seniority.
- (2) Two (2) weeks pay after Two (2) years of seniority.
- (3) Three (3) weeks pay after Seven (7) years of seniority.
- (4) Four (4) weeks pay after Fourteen (14) years of seniority.

This schedule shall apply for all vacations earned on or after January 1, 1973.

B. To be eligible for full vacation pay an employee must have been a full time employee and received pay during all available work hours or have received a paid leave during the same period. All vacations shall be computed as provided in Section A above and applied January 1 of each year. If an employee has any unpaid leave during the twelve calendar months preceeding, his vacation pay will be pro rated accordingly.

C. Any employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause, waives his right to any accumulated vacation time. All other employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that vacation year.

D. Vacations will be scheduled by supervision at mutually convenient times subject to the employee needs of the particular operation. With sixty (60) days advance notice, seniority will be honored in ranking employee requests for particular vacation weeks. All vacations earned as of January 1, of each year must be taken during the following twelve (12) months.

E. If a paid holiday falls within the work week during which an employee is on authorized vacation, he will be given an additional day of vacation--time to be arranged with Supervisor.

F. Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken. An employee will be given his vacation pay with the weekly pay check he receives immediately preceding his vacation.

ARTICLE XIX

HOLIDAY PROVISIONS

A. The City recognizes the following days as paid holidays for all eligible employees based on their normal workday:--

New Year's Day

The last 4 hours of the day. on Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The last (4) hours the day before Christmas

Christmas Day

The last (4) hours the day before New Years Day

B. In order to be eligible for holiday pay the employee must have completed his probationary period, worked his last scheduled work day before and the first scheduled day after the holiday, received vacation pay, received sick pay, or received approval in writing from his Supervisor.

C. In the event of tardiness or absences on the scheduled workday before or after the holiday or if scheduled to work on the holiday, the City may authorize holiday pay provided the employee can establish satisfactory reason.

D. When a holiday falls on Saturday or a Sunday, the Friday before or the Monday after the holiday shall be considered as the holiday as determined by the City in writing at least two (2) weeks prior to the scheduled holiday. This section does not apply

to regularly scheduled seven (7) day operators, whereby the holiday shall be considered on the day it is legally recognized.

E. If an employee works on a holiday, he shall receive one and one-half (1 1/2) times his regular rate for all hours worked, plus holiday pay.

ARTICLE XX

INSURANCE

A. The City agrees to provide hospitalization insurance comparable to Blue Cross-Blue Shield MVF-1 plus \$2.00 Co-Pay coverage for an employee and his dependents. The full cost of this policy shall be borne by the City.

The City shall carry a \$2,000.00 Life Insurance Policy for each employee. The full cost of this policy shall be borne by the City. All employees shall be eligible for this insurance after completing thirty (30) calendar days of employment with the City.

The City shall carry an Accident and Health Policy which will pay the employee (1/2) of their regular salary for a maximum of 52 weeks which can be used in conjunction with sick pay at 1/2 day per day, not to exceed their regular pay scale.

ARTICLE XXI

LONGEVITY

A. An employee shall be eligible for longevity payments in accordance with the following schedule per year:

(1) After completion of five (5) years continuous service-two (2) per cent.

(2) After completion of ten (10) years continuous service an additional one (1) per cent. Effective July 1, 1974 in the second year of the contract (first payment five-twelves (5/12) accrual).

B. Longevity will be computed on December 1 of each year on the employees regular salary, excluding overtime and paid the following pay period based on the above percentage over the proceeding twelve (12) months. Provided, however, to be eligible to receive longevity payments, the employee must be employed by the City on December 1 and have completed the required years of service.

C. In the case of retirement under the City's Retirement Plan or in the case of death of the employee prior to December 1 of any year thereafter, longevity payment shall be pro-rated on a monthly basis (one-half (1/2) or more of a month shall be considered as an entire month) and shall be paid as soon as practicable thereafter to the employee or his beneficiary.

ARTICLE XXII

RETIREMENT

Each employee will be covered by the Michigan Municipal Employees Retirement System Plan C. Retirement shall be mandatory at age sixty-five (65) provided however an employee who is not eligible for retirement at age 65 shall be allowed to continue employment until he becomes eligible. An employee who is sixty (60) years of age or older on July 1, 1973 shall not be subject to mandatory retirement except as provided under Michigan Employees Retirement System.

ARTICLE XXIII

HOURS OF WORK

A. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees shall be paid for all hours they are required by management to remain on the job.

(1) The normal workday for all employees except continuous operation employees shall be 8 1/2 hours of work, Monday through Thursday and 8 hours on Friday. The normal workday for all continuous operation employees shall be 8 hours of work. Employees who work on continuous operation schedules shall be allowed to eat lunch during their 8 hour shift. All other employees shall have a non-paid lunch period.

(2) "Normal Workweek". (a) The normal workweek for all employees except continuous operation employees shall be 42 hours of work consisting of five (5) consecutive workdays, Monday through Friday. The parties agree that whenever possible, the schedule will be on the basis of this normal workweek. For the purpose of overtime pay computation for these employees, the workweek shall be defined to begin Thursday at 12:01 A.M. of each week and end the following Wednesday at midnight.

(b) The normal workweek for all continuous operation employees shall consist of an average of 42 hours per week, averaged over a twenty-eight (28) day period.

B. (1) For all employees except continuous operation employees, time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of 8 1/2 hours Monday through Thursday or in excess of 8 hours on Friday, or in excess of 42 hours in any one workweek.

(2) Overtime for continuous operation employees shall be paid for all hours worked in excess of 8 hours in any regularly scheduled workday and for all work performed on an employee's scheduled day off.

Paid holidays, paid sick days, and paid vacation days, falling on a regular workday, Monday through Friday, and not worked, shall be counted as time worked for overtime purposes in that week.

C. The City reserves the right to establish shift starting and quitting times. The Union will be notified at least seven (7) calendar days in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the City Manager.

D. Employees may take a fifteen (15) minute " rest break" in the morning and also a fifteen (15) minute " rest break" in the afternoon, or the first half and second half of their regular shift, whichever may apply.

E. (1) Nothing in this contract shall guarantee any number of hours of work, nor shall there be any limitation of the City's right to schedule or require reasonable amounts of overtime work as set forth in (2) and (3) below.

(2) Overtime hours of work in any classification shall be divided as equally as practical among qualified employees in such classification, provided they have the skill and ability to do the overtime job which is available. Employees normally on the specific job will perform the overtime work of that job. Questions regarding distribution of overtime will be discussed by the foreman and the Steward involved as they arise, and the remedy shall be limited to balancing.

(3) All employees shall be required to work a reasonable amount of overtime when requested by their supervisor under the following procedure. If employees in a classification are asked to work overtime voluntarily, from senior to junior employees, and refuse, or sufficient employees do not accept, then overtime will be assigned starting with the junior employees, with the necessary skill and ability on up until there are enough people,

and overtime shall be required of those selected.

Any employee who refuses to work overtime will have that amount of overtime charged to his record for equalization of the distribution of overtime.

F. Employees called back for overtime duty shall be guaranteed at least two (2) hours of pay at the rate of time and one-half. This section does not apply to employees who continue work after the end of their normal eight (8) hour day.

G. Overtime premiums shall not be pyramided for any hour of work.

ARTICLE XXIV

CLASSIFICATION AND WAGE RATES

A. Job classifications and rates of pay per hour shall be paid in accordance with the following schedule based on seniority as provided for in Article VIII Section A.

(1) Effective August 2, 1973

<u>WATER DEPARTMENT</u>	<u>START</u>	<u>90 DAYS</u>	<u>ONE YEAR</u>	<u>TWO YEARS</u>
Main Maintenance II	\$3.61	\$3.71	\$3.81	\$3.91
Main Maintenance I	3.46	3.56	3.66	3.76
Plant Operator	3.31	3.41	3.51	3.61
Meter Reader	3.16	3.26	3.36	3.46

SEWAGE PLANT

Plant Operators	3.31	3.41	3.51	3.61
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SANITATION DEPARTMENT

Light Equipment Operator	3.21	3.31	3.46	3.56
Land Fill Operator	3.46	3.56	3.66	3.76

DEPARTMENT OF PUBLIC WORKS

Mechanical Tradsmen	3.46	3.56	3.66	3.76
Mechanic, Motor	3.46	3.56	3.66	3.76
Heavy Equipment Operator II	3.51	3.61	3.71	3.81
Heavy Equipment Operator I	3.36	3.46	3.56	3.66
Light Equipment Operator	3.21	3.31	3.46	3.56
Laborer	3.11	3.21	3.31	3.41

(2) Effective July 1, 1974

<u>WATER DEPARTMENT</u>	<u>Start</u>	<u>Over 90 days</u>	<u>One Year</u>	<u>Two Years</u>
Main Maintenance II	\$3.81	\$3.91	\$4.01	\$4.11
Main Maintenance I	3.66	3.76	3.86	3.96
Plant Operators	3.51	3.61	3.71	3.81
Meter Reader	3.36	3.46	3.56	3.66
<u>SEWAGE PLANT</u>				
Plant Operators	3.51	3.61	3.71	3.81
<u>SANITATION DEPARTMENT</u>				
Light Equipment Operator	3.41	3.51	3.66	3.76
Land Fill Operator	3.66	3.76	3.86	3.96
<u>DEPARTMENT OF PUBLIC WORKS</u>				
Mechanical Tradesman	3.66	3.76	3.86	3.96
Mechanic, Motor	3.66	3.76	3.86	3.96
Heavy Equipment Operator II	3.71	3.81	3.91	4.01
Heavy Equipment Operator I	3.56	3.66	3.76	3.86
Light Equipment Operator	3.41	3.51	3.66	3.76
Laborer	3.11	3.21	3.31	3.41

B. Leadman. The City may designate leadmen at its discretion, who will, however, be subject to lay-offs or recalls in accordance with their normal seniority. All lead employees will be paid fifteen (15¢) per hour more than the top rate of their classification. Seniority together with all other factors will be considered when appointing leadmen.

C. Sewage Department operators shall receive ten (10¢) per hour for each license (D, C, B or A) they acquire. Water Department operators shall receive ten (10¢) per hour for each license (F3, F2, F1) they acquire. Main maintenance shall receive ten (10¢) per hour for each distribution license they acquire.

D. The rates for full time students who are hired to work in the Water Department or in the Sewage Department shall be twenty-five (25¢) less than the rates described in ARTICLE XXIV.

ARTICLE XXV

TERM OF THIS AGREEMENT

This Agreement shall become effective July 1, 1973, and shall continue in full force and effect until June 30, 1975, at midnight and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, re-negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, re-negotiate or change - or any combination thereof - shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than thirty (30) days prior to the termination date.

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO

By

Louis D. Morlan
Louis D. Morlan

By

Jack W. Alber
Jack W. Alber

Richard G. Moore
Richard G. Moore

Robert W. Chittenden
Robert W. Chittenden
Staff Representative

THE CITY OF BIG RAPIDS, MICHIGAN
By

Robert T. Horan, Jr.
Robert T. Horan, Jr., Mayor

Gerald E. Wensloff
Gerald E. Wensloff
City Manager