12/31/24

Carm Rapido

Collective Kargaining Agreement



BY AND BETWEEN

International Union of Operating Engineers
Local 547 A, B & C — AFL-CIO

AND

THE CITY OF EATON RAPIDS

RELATIONS LIBRARY

Laternational Union is Operating Engineers Michigan State University

Derrous, M1 48227

AGREEMENT

Between

THE CITY OF EATON RAPIDS, hereinafter referred to as the "Employer",

And

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547-A-B-C,

AFL-CIO bereinsfter referred to as the "Union".

ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the City of Eaton Rapids and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

Union Recognition

Section 1. Union Recognition

- (a) The City of Eston Rapids hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- (b) The term "Employee" as used herein shall include all Electricians, Street
 Servicemen, Water Servicemen, Sewage Plant Operators, Mechanics, and Cemetary
 Maintenance Employees of the City of Eaton Rapids.

ARTICLE III

Union Security

(a) It shall be a condition of employment that all permanent employees of the Employer covered by this Agraement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those presently employed, who are not members on the effective date of this Agreement

shall, on or before the minaty-first day following the effective date of this
Agreement or the signing date of this Agreement, whichever shall be later, become
and remain members in good standing in the Union. It shall also be a condition of
employment that all employees covered by this Agreement, and hired on or after its
effective date shall, on or before the minety-first day following the beginning of
such employment, become and remain members in good standing in the Union.

(b) The Union agrees that it will make membership in the Union available to all
Employees covered by this Agreement on the same terms and conditions as are generally
applicable to other members of the Union.

(c) The City agrees that, upon hiring any new employees who are not members of

- (c) The City agrees that, upon hiring any new employees who are not members of the Union, the City will notify the Union Steward, advising the Union of the name and data of hiring of the new Employees.
- (d) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment.

ARTICLE IV

Check-Off

- (a) The Employer shall deduct from the wages of the Employees covered by this Agreement and remit to the Union, on or before the 15th day of each month, following that which deductions were made, dues uniformally required as a condition of membership in the Union only in such cases as the Employee files with the Employer written authorization to do so.
- (b) Such dues, as and when deducted shall be kept separate from the Employer's general fund, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

ARTICLE V

Union Business Representative

purpose of investigating and adjusting complaints therein by arranging with the management to go through the plant during regular working hours but on none of such visits shall such Union Representative interfere with production or the maintenance of

(b) The Employees shall be represented by a Shop Steward, who shall be chosen or selected in a manner determined by the Employees and the Union.

(c) Reasonable arrangements will be made to allow the Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating

meetings with the City Committee.

ARTICLE VI

New Jobs

The Employer shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Employer shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and classification the Employer has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever new machines or a job is made operational, the Employer shall establish the job description.

The Employer will notify the Union of such new or changed job, and will within thirty (30) days after such new or changed job is established, meet with the Union to discuss the rate and Classification.

ARTICLE VII

Jurisdiction

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instruction training, experimentation or in cases of emergency.

ARTICLE VIII

Contractual Work

The right of contracting and subcontracting is vested in the Employer. The right to contract and subcontract shall not be used for the purpose of intention of undermining the Union nor to discriminate against any of its members. This in no way

deprives the City eliminating or subcontracting because of inability to afford the service or work or do the work required.

ARTICLE IX

Management's Rights

The Employer shall have the right to exercise customary and regular functions of managements, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

All rights, powers and interests which have not been expressly granted to the Union by provisions of this Agreement are reserved to the Employer.

The Employer will take reasonable measures in order to:

- (a) Provide heat, light and ventilation to employees at their place of work;
- (b) Control drafts, noise, toxic fumes, dust, dirt, grease, and job hazards to which employees are subject at their places of work.
- (c) The above to be in line with established city, county and state laws governing them.

ARTICLE X

Seniority

- (a) Employees shall be regarded as probationary employees for the first ninety (90) days of active employment. Lay-off or discharged probationary employees shall not have recourse to the terms of this Agreement.
- (b) Probationary employees completing their probationary period shall acquire seniority from the date of completion of probationary period.
- (c) Employees shall be laid off, recalled or demoted according to their seniority in their classification, provided that they can do the work required. An Employee on scheduled lay-off shall have the right to displace a lesser seniority employee, who is

on a classification previously held by the employee, provided they are capable of performing the work required. (d) An employee will lose his seniority for the following reasons: 1. He resigns: 2. He is discharged for cause: 3. He is absent for three (3) consecutive working days without notifying the Employer and/or without a good and sufficient cause. (e) When an employee transfers to a Supervisory position or terminates his employment with the Employer, the Employer shall notify the Union in writing indicating the current status of that employee. (f) A salaried employee without previous membership or Union seniority, who is transferred to an hourly rated position shall be considered to be a probationary employee for ninety (90) days or until accepted in the Union and will accrue seniority and other benefits as any other new employee. The hourly rate of pay within the classification will be decided by the City Superintendent subject to review by the Union. ARTICLE XI Transfers and Promotional Procedure (a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) days, and the employees shall be given five (5) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided, he has the necessary qualifications to perform the duties of the tob involved. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification. (b) Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher, depending where he worked the majority of the work day. (c) Temporary transfers shall be for a period of no longer than thirty (30) days, extensions may be given by mutual agreement. Any positions that requires more than thirty (30 days 5 -

of temporary transfer (except extensions by agreement) shall be considered an open position and be posted.

(d) An agreed to seniority list shall be made available to each employee covered

- (d) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year, such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.
- (e) Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence for the term of such office, providing he gives a two weeks notice and shall accumulate seniority during the term of office and at the end of such term shall be entitled to resume his regular seniority status all job and recall rights.
- (f) Seniority shall continue to accumulate for an employee, who is transferred to a supervisory position.
- (g) During the term of office, the Chief Steward shall be deemed to head the seniority lists for the purpose of Shift Preference, lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

ARTICLE XII

Grievance Procedure

- (a) STEP ONE An employee having a grievance shall present it orally to his Supervisor. If it is not settled orally, the Steward shall reduce it to writing, stating the grievance and remedy desired. The aggrieved employee shall sign the grievance and it shall be submitted to the Employer within five (5) working days from the date of the oral presentation.
- (b) STEP TWO The Union Chief Steward shall meet with the Employer representative to discuss the grievance within five (5) working days of its written submission.

The Employer shall give its decision in writing within five (5) working days of the said meeting. If the grievance is not appealed within five (5) working days of the Employer's decision, said decision shall be considered as settlement of the grievance.

(c) STEP THREE. If no settlement is reached at step two, then the grievance will be moved up to the third step at which time the Union can call in Representatives of the Union and the City can bring in their representatives. If no decision is reached at this step, then either party may appeal the grievance to arbitration. Such appeal must be made within fifteen (15) days of the meeting at the third step, otherwise the grievance will be considered settled at that step.

- (d) ARBITRATION Within fifteen (15) days after notice of intent to appeal the grievance to arbitration, the parties may agree on an Arbitrator, or the party appealing shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.
 - (1) The Arbitrator, the Union or the employer may call any employee as a witness in any arbitration hearing.
 - (2) Each party shall be responsible for the expense of the witnesses that they may call.
 - (3) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.
 - (4) The decision of the Arbitrator shall be final and conclusive and binding upon all Employees, the Employer and the Union.
 - (5) The Arbitrator shall render his decision in writing not later than thirty
 (30) days after he has completed the hearing.
 - (6) The fees and expenses of the Arbitrator shall be borne equally by the parties.

ARTICLE XIII

Hours and Work Week

SECTION 1. A. The regularly scheduled work week shall consist of forty (40) hours

beginning at 12:01 A.M. Monday and ending one hundred sixty-eight hours (168) thereafter.

- B. The normal work day shall be eight (8) consecutive hours.
- SECTION 2. A. Time and one-half (12) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one week, for which overtime has not already been earned.
- S. Double time will be paid for all hours worked on Sunday when such hours are overtime, unless Sunday is part of the work week. Hours worked on Sunday shall be considered overtime when more than five (5) days are worked in a work week, unless Sunday is part of the regularly scheduled work week.
- C. Whenever an employee is required to return after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked or a minimum of two (2) hours pay at his straight time hourly rate, whichever is the greater.

ARTICLE MIV

Distribution of Overtime

- A. No employee shall be required to take time off or have his hours reduced as a result of having to report for work prior to his shift or having worked over eight (8) hours in a work day.
- B. Overtime shall be divided and rotated as equally as possible according to seniority and ability to do the work.

ARTICLE XV

Shift Differential

A twenty (20¢) cents per hour premium will be paid to employees covered by this Agreement for hours worked between 6:00 P.M. and 8:00 A.M. This shift premium will be paid in addition to the employees base rate, unless the starting time is changed in which case the new differential starting time would apply.

ARTICLE MVI

Hospitalization

The Employer shall pay the total cost of the Blue Cross - Blue Shield (MVF-1 semi

private) Haspitalization Insurance for the employees and his dependents.

ARTICLE XVII

Excused Absence Leave or Allowance

SECTION I All employees, except part-time employees, are granted seven (7) days per year Excused Absence Allowance leave is non-secural arive, but all unused Excused Absence Allowance leave shall be paid to the employee annually.

SECTION II All employees shall be granted up to three (3) days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean any person with whom the employee has been in close association and whose illness or death has a real meaning to said employee. The necessity of the length of leave shall be determined by the Employer and the Union Steward. The employee must bear the burden of proof, additional time off for the traveling to said funeral may be granted and such additional time shall be charged to sick leave.

ARTICLE XVIII

Pension

The present pension plan which has been mutually agreed upon between the Employer and the Union, instituted on the effective date of January 1, 1970 shall continue. It is further understood that this plan is provided for all full time employees covered by this Agreement.

ARTICLE XIX

Vacations

All full-time employees covered by this Agreement, who have completed one (1) year of service after their eligibility date shall receive two (2) weeks' vacation with pay, seven years after their eligibility date shall receive three (3) weeks' vacation with pay, fifteen years after their eligibility date shall receive four weeks' vacation with pay.

(a) The eligibility date shall be either January 1st or July 1st, whichever date first occurs after date of hire.

(b) Vacation time allowed will not be accumulated beyond the calendar year in which vacation is earned.

(c) Time off for vacation will be compulsory, unless an exception is made on an individual basis. The exception of pay in lieu of vacation may be granted by a majority vote of the City Council, based on a hearing of the individual case.

(d) Temporary employees shall not be entitled to a Vacation benefit.

(e) Part time employees shall be entitled to a vacation with pay based on their hours of weekly work schedule.

ARTICLE XX.

Uniforms

The Employer shall pay the total cost of a Uniform Rental for all regular full-time Employees covered by this Agreement, with the employee being provided with two (2) changes per week.

ARTICLE XXI.

ARTICLE XXI.

Holidays

- A. The Employer shall pay the normal days pay for the following holidays, even though no work is performed by the employee: New Years Eve Day, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and Employees' Birthday. Effective January 1, 1974 a floating Holiday shall be permitted each employee covered by this agreement.
- B. Employees who desire to attend church will be allowed from 1:00 P.M. to 3:00 P.M. on Good Friday to attend. Falsifying the intent will result in forfeiture of the time in the future for that employee.
- C. In the event of an emergency an employee required to work on his Birthday
 Holiday will be paid his Holiday pay in addition to his regular pay for hours worked.
- D. Employees required to work on any of the above-named holidays shall receive double time for hours worked.
 - E. If an employee is on vacation on any of the above named holidays, he shall

be entitled to an additional day off with pay for the holiday or shall receive the normal day's pay for the holiday.

- F. Employees off sick on the holiday, the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay depending on his absentee record.
- G. Employees to be eligible for holiday pay, must have worked the last scheduled work day prior to and the next scheduled work day after the holiday or be excused.
- H. When a holiday falls on a Saturday or Sunday, the day observed by the State, Mation, or by proclamation shall be considered as the holiday. For the purpose of the Birthday Holiday, employees' birthday falling on a Saturday, then the Friday before shall be considered as the holiday; employees' birthday falling on a Sunday, then the Monday following the Sunday shall be considered as the holiday.

ARTICLE XXII

Discipline Discharge

- A. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee and the Union. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: Drunkenness, dishonesty, insubordination, willful distruction of city equipment or willful violation of agreed upon rules.
 - B. Disciplinary steps to be followed by the Employer are:
 - 1. The Supervisor is to give the employee a verbal warning.
 - 2. If there is a second related incident, within three (3) months, the Supervisor is to make a written warning to the employee and the steward. Employee and steward will sign and a copy will be forwarded to the Union.
 - 3. If there is a third related incident, within three (3) months of the second incident which has not been recinded, employee may be disciplined with from

one to three days lay off without pay. A copy of such action shall be forwarded to the Union.

4. If there is a fourth related incident which has not been recinded, the Employer may terminate the services of the employee. A copy of such action shall be forwarded to the Union.

ARTICLE XXIII

Part-Time Employees

Part-time employees chall receive pro-rata benefits as outlined in various articles with the exception of the Pension Plan which does not apply.

ARTICLE XXIV

Training

The Employer agrees to pay the total cost of the tuition for all full-time employees applying for and completing job related training, which is approved by the Employer.

ARTICLE XXV

Transfer of Company Title

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is agreed that Schedule A will be attached and become a part of this Agreement.

ARTICLE XXVI

Scope, Waiver and Alteration of Agreement

SECTION I. No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

SECTION II. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

SECTION III. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribenal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section:

ARTICLE XXVII

Termination Change or Amendment

This Agreement shall become effective as of January 1, 1972 and remain in full force and effect until December 31, 1974. This Agreement may be reopened for negotiations by either party giving the other party at least sixty (60) days written notice of the desire and intention to reopen and renegotiate, Such written notice shall be sent by Registered Mail to the recognized address of the other party and shall be deposited at least sixty (60) days prior to the termination of the Agreement. In the event no notice is given of the intention to reopen, then, all of the features of said Agreement shall be automatically renewed for an additional year until the termination of the Agreement as hereinbefore provided. The Union shall submit in writing to the Employer all of the contract request for that year by no later than February let of the same year of the termination of this Agreement.

This Agreement signed this 100

b day of January 1972

CITY OF MATON RAPIDS

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 547. AFL-CIO

Business Manager

in

in yes

Title:

rreside

197 d de 9 de a

Secretary

Title:

Schedule "A"

Effective 1-1-72

Cemetary

Bire \$2.75	30 days 2.97	30 deys 3.09	30 days 3.14	Merit 3.21		
	Street, Bridge and Sewer Department					
Hire \$2.75	30 days 2.97	30 days	30 days 3.14	Merit 3.34	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
		Utility				
Rire \$2.86	30 days 3.15	30 days 3.21	30 days 3.26	Merit 3.39		
		Water Departi	nent			
<u>Hire</u> \$2.75	30 days 3.09	30 days 3.14	30 days 3.21	Merit 3.34		
Sewage Department						
Starting Weekly Wage \$120.00 Wkly.	30 days 135.00 wkly.	30 days 141.48 wkly.	30 days 147.42 wkly.	Merit 160.65 wkly.		
Rire \$2.80	30 days 3.09	30 days	30 days 3.34	30 davs 3.46	30 days 3.57	
	30 days	30 days 3.81	30 days 3.94	30 days 4.06	30 days 4.18	
	30 days 4.31	30 days 4.43	Merit 4.65			

City Service Meter Reader

Rate of pay shall be the rote of This position shall be paid at this rate while held by Al McMann, only.

Savage Department Part Time 24 Hours per week

Weekly Salary for 24 hours per week \$72.36

Group Leader Classification

Start		3 months	3 months
\$.15 brly	add.	\$.05 hrly add.	\$:05 hrly add.

Schedule "A"

Effective 1-1-73

Cemetary

Hire \$2.92	30 days 3.15	30 days 3.28	30 days 3.33	Merit 3.40			
	Street, Bridge and Sewer Department						
#1re \$2.92	30 days 3.15	30 deys 3.28	30 days 3.33	Merit 3.54			
		Uto d. J. d. day	Y.				
Hire \$3.03	30 days 3.34	30 days 3.40	30 days 3.46	Merit 3.59			
		Mater Depar	thent				
Bire \$2.92	30 days 3.28	30 days 3.33	30 days 3.40	Merit 3.54			
Sewage Department							
Starting Weekly Wage \$127.20	30 days 143.10 wkly	30 days 149.97 wkly	30 days 156.27 wkly	Merit 170.35 wkly			
<u> </u>							
Bire \$2.97	30 days 3.28	30 days 3.40	30 days 3.54	30 days 3.67	30 days 3.78		
	30 days 3.93	30 days 4.04	30 days 4.18	30 days 4.30	30 days 4.43		
	30 deys 4.57	30 days 4.80	Merit 4.93				

City Service Meter Reader

Rate of pay shall be the main at this rate while held by Al McMann, only.

Sewage Department Part Time 24 Hours ver week

Weekly salary for 24 hours per week \$76.80 %

Group Leader Classification

Start	3 months	3 months
SR/RETERRET undervelsalnen	Mile the Committee of the Mile State of the Mile on the	at a resident and region to regular and reference of the contract of the property of the contract of the contr
\$115 hrly add.	\$.05 hrly add.	\$.05 hrly add.

Schedule "A"

Effective 1-1-74

Cemetary

#ire \$3.10	30 days 3,34	30 days 3.48	30 days 3.53	Merit 3.60		
Street, Bridge and Sewer Department						
Hire \$3.10	30 days 3.34	30 days 3.48	30 days 3.53	Nerit 3.75		
Utility						
Hire \$3.21	30 days 3.54	30 days 3.60		Merit 3.81		
Water Department						
Rire \$3.10	30 days 3.48	30 days 3.50	30 days 3.60	Merit 3.75		
Sewage Department						
Starting Weekly Wage \$134.83 Wkly.	30 days 151.69 wkly.	30 days 158.97 wkly.	30 days 165,65 wkly.	Merit 180.57 wkly.		
Lineman						
### ### ### ### ### ##################	30 days 3.48	30 days 3.60	30 days 3.75	30 days 3.89	30 days 4.01	
	30 days 4.15	30 days 4.28	30 days 4,43	30 days 4.56	30 days 4.70	
	30 deys \$4.84	30 days \$5.09	Merit 95.23			

Rate of pay shall be the color of the state of pay shall be the color of the color

. This position shall be paid at this rate while held by Al McMann, only.

Sewage Department Fart Time 24 Hours per week

Weekly salary for 24 hours per week \$81.41

Group Leader Classification

Start 3 months 3 months \$.15 hrly add. \$.05 hrly add. \$.05 hrly add.