

Agreement Between  
Local 1061, AFSCME, AFL-CIO  
and the City of Grand Rapids

6-30-67

Grand Rapids, City of

Table of Contents

	<u>Page No.</u>
1. Recognition	1
2. Union Security and Checkoff	1
3. Management Security	2
4. Management Rights	3
5. Union Bargaining Committee	3
6. Special Meetings	4
7. Union Stewards	4
8. Grievance Procedure	5
9. Payment of Back Pay Claims	8
10. Discharge and Discipline	8
11. Seniority	9
12. Layoff and Recall	10
13. Shift Preference	12
14. Overtime	12
15. Rest Period	15
16. New or Changed Jobs	15
17. Wages	15
18. Pay Changes	16
19. Longevity Pay	18
20. Vacations	20
21. Holidays	21
22. Sick Leave	23
23. Leave for Union Conferences or Conventions	25
24. Jury Leave	25
25. Insurance	25
26. Pensions	25
27. Uniforms	26
28. Military Service-Veterans	26
29. Workmen's Compensation	26
30. Bulletin Boards	26
31. No Discrimination	26
32. Maintenance of Standards	26
33. Authorized Representatives	27
34. Supplemental Agreements	27
35. Validity	27
36. Ratification	27
37. Termination and Modification	27

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

## A G R E E M E N T

This Agreement is entered into this \_\_\_\_\_ day of August, 1966, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "Management," and LOCAL 1061 of the American Federation of State, County, and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

### ARTICLE I. RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. The bargaining unit consists of all employees, except those designated as excluded, holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changed as hereinafter provided, and excludes all supervisors and all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

### ARTICLE II. UNION SECURITY AND CHECKOFF

Section 1. Management will make available to all employees entering the bargaining unit a copy of this Agreement calling their attention to the fact that Local 1061 of the American Federation of State, County, and Municipal Employees (AFL-CIO) has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

Section 2. All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing following the date of signing of this Agreement or at the beginning of their employment, shall, as a condition of their employment,

remain members of the Union in good standing during the term of this Agreement. This provision shall not apply to any employee, who, within thirty (30) days preceding the next ending of this Agreement, shall withdraw from the Union by sending a signed withdrawal letter to the office of the local Union with a copy to Management.

Section 3. An employee who is not or does not become a Union member shall be required as a condition of employment to have an amount equal to the Union initiation fee and monthly dues deducted from his wages in the same manner as checkoff of Union dues. Amounts so deducted from the wages of such employees shall be paid to the Dr. Schnoor Scholarship Fund, to be used for the purposes for which it is established. Such sums shall be transmitted annually by Management to the Fund.

Section 4. Upon receipt of a written assignment from an employee covered by this Agreement, Management will every other pay day, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues. It is understood that this provision will provide for thirteen Union dues deductions per year. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 5. The Union will initially notify Management as to the amount of dues to be deducted. Such notification will be certified to Management in writing over the signature of the authorized officer or officers of the Union. Changes in the Union membership dues rate will be similarly certified to Management and shall be done at least one month in advance of the effective date of such change.

Section 6. The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against Management on account of any checkoff of Union dues.

Section 7. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

### ARTICLE III. MANAGEMENT SECURITY

Section 1. The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or on any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to

the grievance procedure or to the jurisdiction of the Board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

#### ARTICLE IV. MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided herein, the Management of the City of Grand Rapids and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management. Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

#### ARTICLE V. UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than six (6) employees of the City of Grand Rapids. It may also include non-employee representatives of Local 1061 of the American Federation of State, County, and Municipal Employees, not more than two in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee.

Section 2. There will be no discrimination against any employee because of his duties as a Union official, steward, or committee member.

Section 3. Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

## ARTICLE VI. SPECIAL MEETINGS

Section 1. Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to re-negotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 A.M. and 5:00 P.M. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

Section 2. The Union representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half hour immediately preceding a meeting for which a written request has been made.

Section 3. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

## ARTICLE VII. UNION STEWARDS

Section 1. Employees within the bargaining unit shall be represented by stewards in areas of the City employment in the number and manner set forth in Appendix B. The Union shall furnish Management a list of the stewards' names and their assigned areas and shall keep the list current at all times. Alternate stewards may be appointed by the local Union president to serve in the absence of the regular stewards.

Section 2. When requested by an employee, a steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and approval of his immediate supervisor outside the bargaining unit.

Section 3. When an employee presents his own grievance without intervention of a Union steward, the steward shall be given an opportunity to be present and shall be allowed the time therefor, paid at his regular rate, upon notification and approval of his immediate supervisor outside of the bargaining unit.

Section 4. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of stewards or any other employees.

Section 5. Chief stewards shall have the same privileges as stewards, in areas to which assigned, when any grievance has been processed to their level (Step 3) in the grievance procedure.

Section 6. A non-employee Union representative may consult with employees in assembly areas before the start of each work shift or after the end thereof.

#### ARTICLE VIII. GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by Management, if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand, if Management fails to give its answer within the time limits.

Section 2. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees, or (c) between or among employees of the City of Grand Rapids, on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

Section 3. Grievances will be processed in the following manner and within the stated time limits:

Step 1. The aggrieved employee or group of employees, with The Union Steward, will orally present the grievance to the immediate supervisor outside the bargaining unit. The grievance must be so presented within ten (10) working days of its occurrence. The supervisor will give his verbal answer within three (3) working days of the date of presentation of the grievance.

Step 2. If the grievance is not settled in Step 1, it shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Union

Steward, and be presented to the Department or Division Head within five (5) working days after the supervisor's oral answer is given. The grievance shall be prepared in detail and be dated. The Department or Division Head will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance.

Step 3. a. If the grievance is not settled in Step 2, the written grievance shall be presented to the City Manager within seven (7) working days after the Department or Division Head's response is given. The grievance shall be presented along with all pertinent correspondence to date. The City Manager will reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance.

b. The Union may initiate its grievances at this Step 3 of the grievance procedure and must process them through Step 3 before they are taken to Step 4. Any grievance by Management against the Union may be filed with the Union President and shall be answered in writing within seven (7) working days of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4. Board of Arbitration

a. Grievances not settled in Step 3 of the grievance procedure may be presented to the Civil Service Board sitting as a Board of Arbitration by an appeal made in writing within seven (7) working days after receipt of the answer in Step 3 of the grievance procedure.

b. The Civil Service Board sitting as a Board of Arbitration shall hold a hearing on any such grievance. Its decision, approved by a majority of the Board, shall be final and binding on the aggrieved employee or employees, the Union and Management.

Section 4. The Civil Service Board shall be constituted as follows:

- a. One member shall be appointed by the Mayor from among the members of the City commission.
- b. One member shall be appointed by the City Commission.

Such member shall be a resident taxpayer of the City who neither holds or is a candidate for any other public office or position and who is not an officer or employee of any political or party organization.

- c. Two members shall be appointed by the City Commission from among persons nominated as follows:
  - (1) Each Union representing City employees shall nominate four different persons, each of whom shall be resident taxpayers of the City who neither hold or are candidates for any other public office or position and who are not officers or employees of any political or party organization. One-half of such nominees shall not be City employees or members of any labor union or spouses of such members, and one of that half of the nominees shall be appointed by the City Commission to the Civil Service Board. The Commission will appoint a second member of the Civil Service Board from the remaining one-half of the nominees.
- d. The four members so appointed shall nominate three impartial persons, each of whom are resident taxpayers of the City who neither hold or are candidates for any other public office or position and who are not City employees or members of any labor union or spouses of such members. If they cannot agree on three such nominees, the Governor of the State of Michigan shall nominate three impartial persons who are resident taxpayers of the City, who neither hold or are a candidate for any other public office or position and who are not an officer or employee of any political or party organization. One of such nominees shall be appointed by the City Commission as the fifth member of the Board.
- e. Members so nominated and appointed shall fill the unexpired terms of the present Civil Service Board in a manner determined by lot.
- f. A vacancy on the Civil Service Board thereafter occurring shall be filled by a person nominated and appointed in the same manner as used in the case of his predecessor, except that in the case of a successor for the member nominated by the Unions who was not a City employee or a member or spouse of a member of a labor union, the nominees shall also meet that requirement, and further provided that for each future position to be filled from

among Union nominated persons, each Union representing City employees shall each nominate four different persons. The term of such appointee shall be as provided by the City Charter.

#### ARTICLE IX. PAYMENT OF BACK PAY CLAIMS

Section 1. Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

Section 2. No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his regular wage or pay rate.

#### ARTICLE X. DISCHARGE AND DISCIPLINE

Section 1. In cases of discharge or discipline Management shall give prompt notice thereof in writing to the employee and the employee's steward.

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with his steward and Management will make available an area where he may do so before he is required to leave the premises.

Section 3. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

Section 4. The following procedure shall be followed if an employee is given a notice from the City Manager that a hearing will be held in accordance with the City Charter as to whether the employee is to be suspended, discharged, demoted or reduced in rank or compensation. Within two (2) working days after the receipt of such notice the employee shall present his grievance in Step 3 of the grievance procedure. Unless the grievance is settled, the hearing before the City Manager shall proceed as originally scheduled as part of Step 3 of the grievance procedure. If the grievance is not settled at Step 3, the employee may proceed to Step 4 of the grievance procedure.

ARTICLE XI. SENIORITY

Section 1. Definition. Seniority shall mean the status attained by length of continuous service with the City.

Section 2. Accrual of Seniority.

- a. Seniority shall begin with the last date of entering the service of the City. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.
- b. The President, First Vice President and Recording Secretary of the Union, shall be retained in the City service in the event of lay-off, regardless of their position on the seniority list, so long as there is work that they have the ability to do. The remaining officers of the Local Union and Union stewards shall have the same rights within their department or division.
- c. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the City Manager may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Manager decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards.

Section 3. Loss of Seniority. Employees shall lose their seniority for the following reasons:

- a. Discharge if not reversed.
- b. Resignation. An employee absent for (3) three consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.

- d. Unexcused failure to return to work after expiration of a formal leave of absence.
- e. Retirement.
- f. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater.

Section 4. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position class and seniority date, and shall furnish a copy to the Union in March of each year, and as soon as practicable the first year.

Section 5. Application of Seniority. Seniority shall apply to shift assignment, vacations, layoff and recall as otherwise provided in this Agreement, and to promotions and transfers.

- a. In the event of a vacancy, employees shall be given the opportunity to transfer within their position classes on the basis of their seniority.
- b. In the labor class, promotions shall be determined by seniority as follows: (a) of applicants from within the department or division or (b) if no applicants from the department or division, then of applicants from within City employment, provided that in either case the applicant is qualified to perform the work. If there are no such applicants, such positions may be filled by persons from outside City employment.
- c. In the competitive class promotions to positions within the bargaining unit shall be made by appointment from the top three (3) persons on the eligible list on the basis of their ability and seniority.

Section 6. Study Committee. A committee composed of two persons designated by the Union and two persons designated by Management shall study the present examination system and shall report back to the parties within four (4) months concerning the operation and use of the system, including any recommendations concerning it.

## ARTICLE XII. LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2. Order of Layoff.

- a. No permanent or probationary employee shall be laid off from his position in any department or division while any seasonal, temporary or provisional employees are serving in the same position class in that department or division.
- b. Permanent and probationary employees shall have City-wide seniority in their position classes, and if exercised in the event a layoff becomes necessary, shall replace the employee with the least seniority in their position classes.
- c. Except as provided below, the layoff of probationary or permanent employees in any department or division shall be in inverse order of seniority in the position classes affected.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall, in lieu of layoff or transfer under Section 2, be demoted by seniority to a lower position in his department or division. Demotion shall be through those classes in which the employee previously held permanent status or through positions in the same class series as the employee's position at time of demotion; provided, that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 4. Exceptions to Seniority. The City Manager may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department or division affected. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.

Section 5. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 6. Preferred Eligible Lists.

- a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within their department or division. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

- b. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in their department or division, before any other persons are selected for employment or promotion in those classes.

Section 7. Recall from Layoff.

- a. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last-known address.
- b. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- c. Permanent and probationary employees shall have City-wide seniority in their position classes.

Section 8. Restoration To Positions From Which Demoted. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE XIII. SHIFT PREFERENCE

Section 1. When the needs of the service permit, seniority shall be recognized as the basis of shift assignment.

ARTICLE XIV. OVERTIME

Section 1. Purpose. The following provisions shall govern compensation for overtime to employees of the City.

Section 2. Employees Covered.

- a. Except as provided below, employees holding positions in pay range twenty-seven or lower, shall be eligible for overtime pay.

- b. Employees holding positions in the following classes which are above pay range twenty-seven shall be eligible for overtime pay:

Title

027 - Real Property Appraiser II  
029 - Personal Property Appraiser II  
172 - Radio Technician  
543 - Electrician II  
548 - Line Foreman I  
614 - Water Distribution Foreman  
619 - Plant Operator III - Certified

- c. Employees holding positions in the following classes which are in pay range twenty-seven or lower, shall not be eligible for overtime pay:

Title

129 - Planning Aide  
301 - Building Inspector  
306 - Electrical Inspector  
314 - Radio Inspector  
315 - Refrigeration Inspector I  
317 - Air Pollution Control and Heating Inspector I  
322 - Weights and Measures Inspector  
344 - Sidewalks Inspector  
424 - Public Health Nutritionist  
430 - Dental Hygienist  
057 - Markets Assistant

- d. Employees, except those holding appointments in the City Clerk's office, engaged in overtime work relating to any regular or special election, shall be paid at their regular hourly rates for time so worked.
- e. In the case of the general pay increase, those employees eligible for overtime under this Agreement shall continue to be eligible for overtime.

Section 3. Definitions.

- a. Normal Work Week and Work Day. A normal work week for regular full-time employees shall consist of forty (40) hours, not including meal periods. A normal work day for such employees shall be eight (8) hours, unless

regularly scheduled otherwise, not including meal periods.

- b. Overtime. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods. Overtime of less than twenty (20) minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.
- c. All overtime shall be authorized by a responsible supervisor.
- d. Time worked in excess of the normal work week for the purpose of adjusting so-called swing shifts in a three-shift operation shall not constitute overtime.

#### Section 4. Method of Compensating for Overtime Work.

- a. Overtime shall be paid at one and one-half times the employee's hourly rate.
- b. An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of four (4) hours at his regular hourly rate, or with the actual hours worked at one and one-half times his hourly rate, whichever is the greater, unless such time shall be continuous with his scheduled work in which case he shall be paid at his overtime rate.
- c. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday, or on vacation, shall be considered to have worked his normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

#### Section 5. Compensatory Time Off.

- a. At the request of any employee eligible for overtime pay, his supervisor may provide that, in lieu of cash payment for overtime, he may be allowed time off equal to the number of hours of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and his supervisor during the calendar year, or the two months following the end of the calendar year, in which the overtime was worked. Further deferment of

such time off shall be allowed only if approved by the City Manager. In the event that such time off is not taken by the employee within the limiting time, he shall be given cash payment for the overtime hours worked at the overtime rate based on his salary at the time the overtime was worked.

- b. An employee ineligible for overtime pay shall be given time off with pay at the rate of one and one-half hours for each hour worked over the normal number of hours in his scheduled work week.

Section 6. Equalization of Overtime Hours. Overtime work shall be distributed as equally as practical among employees in the same job classification within a given department or division.

#### ARTICLE XV. REST PERIOD

Section 1. Management shall allow one fifteen minute rest period during each one-half shift on the work day.

#### ARTICLE XVI. NEW OR CHANGED JOBS

Section 1. Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job or as to whether such new or changed job should be in or out of the bargaining unit, the matter shall be subject to the grievance procedure and a grievance may be filed directly with the Civil Service Board acting as a Board of Arbitration.

#### ARTICLE XVII. WAGES

Section 1. Salary ranges for all positions in the bargaining unit shall be in accordance with the salary ordinance adopted by the City Commission on June 28, 1966. Effective January 1, 1967, the salary ranges for all such positions shall be increased by a one step pay range increase (approximately five (5) per cent).

ARTICLE XVIII. PAY CHANGES

Section 1. Purpose. The following provisions shall govern the assignment of pay steps to employees of the City.

Section 2. Definitions For Purposes of This Article:

- a. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
- b. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
- c. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- d. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- e. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.
- f. Acting Assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

Section 3. Anniversary Dates for Pay Change Purposes.

a. Establishment

- (1) Original Employment and Re-employment. The date one year after completion of the probation period and the corresponding date each year thereafter.
- (2) Promotion. The date one year after completion of the probation period and the corresponding date each year thereafter.
- (3) Transfer. The anniversary date remains unchanged.
- (4) Demotion. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.

(5) **Reclassification.** The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

b. **Postponement of Anniversary Date.** Layoff, formal leave-of-absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date shall be credited when employees return to the payroll.

#### Section 4. Compensation Determinations

a. **Original Employment and Re-employment.** Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.

b. **End of Probation.** The employee's salary shall automatically increase to the next higher step at the end of his probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in his range, the increase is not automatic.

c. **Anniversary Date**

(1) Prior to the occurrence of each anniversary date every employee who has not already obtained his highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisors.

(2) Each consideration found to be in good order by the Personnel Director shall be referred to the City Manager for final determination.

(3) Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his position.

(4) In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirement of his position.

d. **Promotion or Upward Reclassification.** Employees who are promoted or whose positions are reclassified to a class

in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.

- e. Acting Assignment. Employees on acting assignment to a higher position class for more than thirty (30) consecutive calendar days shall be paid within the pay range allocated to such class at the first salary step in such range which is higher than the salary received immediately before such acting assignment is made.
  - (1) Duration of acting assignment shall be determined by the needs of the service.
- f. Transfers. An employee who is transferred shall initially be paid at the same salary step he was on immediately before such transfer.
- g. Demotion and Downward Reclassification. An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the City Manager shall determine that it be in the best interests of Management to assign a higher authorized salary step or unless he previously held a higher step in the lower class, in which case he shall be paid at the higher salary step.

Section 5. Effective date of Changes in Compensation. All changes in compensation shall be effective at the beginning of the first payroll period following the change.

#### ARTICLE XIX. LONGEVITY PAY

Section 1. Purpose. The following provisions shall govern the assignment of longevity pay steps to employees of the City.

Section 2. Definitions.

- a. Longevity Pay shall mean a percentage of salary based on length of continuous service paid periodically to employees in addition to their regular salary, adjusted at specified intervals, and calculated on the first \$6,000 of salary in accordance with the following schedule:

<u>Service Years</u>	<u>Rate</u>	<u>Longevity Pay Step</u>
5 through 9	2%	L1
10 through 14	4%	L2
15 through 19	6%	L3
20 through 24	8%	L4
25 and over	10%	L5

- b. Longevity Qualification Date shall mean the date on which an employee completes five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service.
- c. Longevity Earning Date shall mean the date an employee begins to earn longevity pay and shall be the first day of the month immediately following his longevity qualification date.
- d. Continuous Service shall mean service uninterrupted by resignation or discharge.

**Section 3. Payment of Longevity Pay.**

- a. Longevity pay shall be paid on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
- b. Longevity pay shall be for periods of service from June 1 to November 30, payable on or about December 15, and December 1 to May 31, payable on or about June 15.

**Section 4. Effect of Layoff and Leave of Absence on Longevity Qualification Date.**

- a. An unpaid leave of absence or a layoff of sixty (60) days or less shall not postpone the longevity qualification date of an employee.
- b. An unpaid leave of absence (except military) or layoff in excess of sixty (60) days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

**Section 5. Effect of Termination on Longevity Pay.**

- a. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on pro-rated time basis for the full calendar months served.

- b. An employee absent from service due to leave of absence or unpaid leave shall receive longevity pay on a pro-rated time basis for full calendar months served, and it shall be payable upon the return to service of such employee.

## ARTICLE XX. VACATIONS

### Section 1. Definitions.

- a. Service shall mean any period of time for which an employee receives wages.
- b. Vacation Day shall mean a period of time equal to eight (8) hours or one regularly scheduled normal work day.
- c. Work Week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- d. Continuous Service shall mean service, as defined by "a" above, uninterrupted by resignation or discharge.

### Section 2. Vacation Allowance.

- a. An employee with less than fifteen (15) years of continuous service shall earn five-sixths ( $5/6$ ) of a work day of vacation for each calendar month of service to a maximum of ten (10) work days (two (2) work weeks) per year.
- b. On the first day of the calendar year following completion of fifteen (15) years of continuous service, an employee shall accrue five (5) additional work days of vacation. Each year thereafter he shall earn one and one-quarter ( $1-1/4$ ) work days of vacation for each calendar month of service to a maximum of fifteen (15) work days (three (3) work weeks) per year.
- c. Employees who work twelve (12) or more days in any calendar month shall earn vacation credit for that month.

### Section 3. Use of Vacation.

- a. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service.

- b. Vacations shall be taken within fourteen (14) months after the end of the calendar year in which earned, unless extension of the time for use is requested in writing by the employee, recommended by his department or division head and approved by the City Manager. Unused vacation shall expire on the last day of February.
- c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- d. Combining of vacation and compensatory time off shall be allowed on approval of the employee's department or division head.
- e. Extension of vacation by deferment and combination of two or more years' entitlement shall be allowed on approval of the department or division head and the City Manager.
- f. Cash payment in lieu of vacation shall be made only upon termination of employment. Upon termination an employee shall be paid in full to the nearest earned one-half day for all unused vacation, up to a maximum of fifteen (15) work days (three (3) work weeks).

Section 4. Vacation Pay Advance. An employee going on vacation who so requests shall be paid in advance and shall make a pay assignment to the City Comptroller in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations.

#### ARTICLE XXI. HOLIDAYS

Section 1. Holiday Pay. Holiday Pay is compensation paid for time during which work would normally be performed, said work having been suspended by reason of a general holiday.

Section 2. Holidays.

- a. The following shall be general paid holidays for City employees:

January 1	Labor Day
February 22	Thanksgiving Day
May 30	December 25
July 4	

- b. Whenever any of the above holidays fall on Saturday, the Friday immediately preceding shall be considered as the holiday.
- c. Whenever any of the above holidays fall on Sunday, the Monday immediately following shall be considered as the holiday.
- d. All City employees shall be credited with the number of hours in their normal work shift for each of the above holidays except as further provided herein; provided, that no employee shall receive credit for more than seven (7) holidays in any calendar year.
- e. To be eligible for holiday pay credits an employee shall have worked his scheduled workday immediately preceding and immediately following any general paid holiday.
- f. An employee on formal unpaid leave-of-absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- g. On general paid holidays only those employees shall be on duty whose services are necessary.
- h. The afternoon of Good Friday shall not be considered a general paid holiday but employees who are on duty during the afternoon hours shall be permitted time off, not to exceed two hours, to attend religious services if such time can be granted without interfering with essential services.
- i. Employees eligible for overtime pay as provided in the overtime provisions who are required to work on a general paid holiday shall be paid at one and one-half times their hourly rates for such hours worked, in addition to the number of work hours credited as provided in "d" above.
- j. If any of the above holidays fall on an employee's regular day off, the employee will be credited with the number of work hours for such day, as provided in "d" above. In such cases the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- k. General paid holidays shall not be charged as vacation or sick leave.

1. Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no pay for that day.

## ARTICLE XXII. SICK LEAVE

### Section 1. Definitions.

- a. Immediate family shall be the following: spouse, child, parents, grandparents, brother, sister, father-in-law or mother-in-law of the employee.
- b. Service shall mean any period of time for which an employee receives wages.
- c. Supplemental employment shall mean a paid off-duty job covered by sick leave benefits, health and accident insurance, Workmen's Compensation, or any combination thereof.

### Section 2. Sick Leave Accumulation.

- a. For service prior to July 1, 1966 sick leave shall be accumulated on the basis of five-sixths (5/6) of a day of sick leave for each full calendar month of service. For service thereafter an employee shall accumulate one (1) day of sick leave for each calendar month of service in which he works twelve (12) or more complete days.
- b. Unused sick leave days shall accumulate from year to year to an unlimited amount.

Section 3. Recording Use of Sick Leave. Sick leave usage shall be recorded to the nearest half day. When an employee is required to be absent less than one-quarter (1/4) of a regular work day, sick leave shall not be recorded.

### Section 4. Permitted Uses.

- a. Regular Use. An employee shall be entitled to use his accumulated paid sick leave for any absence necessitated by his personal illness or by off-duty injury, not incurred in supplemental employment, upon application approved by his department or division head.

b. Emergency Use

- (1) An employee shall be entitled to use up to three (3) days of his accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness or death of any member of his immediate family upon application approved by his department or division head. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.
- (2) An employee shall be entitled to take up to two (2) days paid leave, without charge to sick leave, upon the death of any member of his immediate family.

c. Vacation Use. An employee shall be entitled to use his accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by his department or division head and subject to substantiation as hereinafter provided.

d. Compensatory Time Use. An employee shall be entitled to use his accumulated compensatory time in lieu of paid sick leave upon application approved by his department or division head.

Section 5. Excluded Uses.

a. Paid sick leave shall not be authorized:

- (1) for personal injury incurred in supplemental employment,
- (2) in lieu of maternity leave, or
- (3) for simple illness or disability in the immediate family of an employee, not requiring emergency medical treatment, or professional attention.

Section 6. Substantiation. An employee shall substantiate the use of sick leave by such reasonable means as his department or division head may require.

Section 7. Physical Examination. An employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after examination and release for work by the City Physician.

Section 8. Unpaid Sick Leave. The City Manager shall upon the advice and recommendation of the City Physician grant unpaid sick leave for up to one year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Civil Service Board Rules.

ARTICLE XXIII. LEAVE FOR UNION  
CONFERENCES OR CONVENTIONS

Section 1. Management will grant leaves of absence with pay to up to two (2) members of the Union for up to five (5) days when selected to attend a function of the International Union and to two employees for up to three (3) days when selected to attend a function of the State Union, provided leave is requested in advance and the needs of the service will not be adversely affected by such absence.

ARTICLE XXIV. JURY LEAVE

Section 1. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the City all other remuneration received for jury duty during the same period.

ARTICLE XXV. INSURANCE

Section 1. Existing insurance programs shall be continued without change for the life of this Agreement.

Section 2. Management will investigate the feasibility of establishing a group life insurance plan available to all City employees who wish such coverage, the entire cost thereof to be paid by the employees, and will discuss this matter further with the Union.

ARTICLE XXVI. PENSIONS

Section 1. The question of amending the existing pension plan will be subject to further negotiations during the life of this Agreement.

ARTICLE XXVII. UNIFORMS

Section 1. Present practices with respect to uniforms shall be continued.

ARTICLE XXVIII. MILITARY SERVICE-VETERANS

Section 1. The re-employment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

ARTICLE XXIX. WORKMEN'S COMPENSATION

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workmen's Compensation for employees injured on the job by the difference between Workmen's Compensation and their normal weekly earnings, excluding overtime.

ARTICLE XXX. BULLETIN BOARDS

Section 1. Management shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members.

ARTICLE XXXI. NO DISCRIMINATION

Section 1. The parties hereto agree that they shall not discriminate against any person because of his race, creed, color, national origin, age, sex, marital status, or number of dependents.

ARTICLE XXXII. MAINTENANCE OF STANDARDS

Section 1. Management agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE XXXIII. AUTHORIZED REPRESENTATIVES

Section 1. Any action by any Management or Union official named herein may be exercised by his duly authorized representative.

ARTICLE XXXIV. SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement are subject to approval by Local 1061 A.F.S.C.M.E. and the Grand Rapids City Commission.

ARTICLE XXXV. VALIDITY

Section 1. If any parts of this Agreement are found to be illegal such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE XXXVI. RATIFICATION

Section 1. The Union agrees to submit this Agreement to the employees in the bargaining unit covered by this Agreement for ratification by them on or before August 18, 1966, and the International and the Local Union will recommend to the employees that it be ratified.

ARTICLE XXXVII. TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M., June 30, 1967.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of

this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to \_\_\_\_\_, Grand Rapids, Michigan, and if to Management, addressed to City of Grand Rapids, City Hall, Grand Rapids, Michigan, or to any such address as the Union or the Management may make available to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of August, 1966.

Witnesses:

CITY OF GRAND RAPIDS

Heen M Meade

By G. H. Sonneveldt  
G. H. Sonneveldt, MAYOR

Emeline Joseph

By Rawson R. Weaver  
Attested to: Rawson R. Weaver, Deputy City Clerk

LOCAL 1061 of the American Federation  
of State, County, and Municipal  
Employees (AFL-CIO)

By Robert Thomas President  
By Bernard L. Strong Secretary

## Appendix A

<u>CLASSIFICATION TITLE</u>	<u>CODE NO.</u>
Abstract Clerk	040
Accountant I	023
Accounting Clerk I	021
Accounting Clerk II	022
Addressograph Operator	016
Addressograph Operator - Taxation	017
Air Pollution Control and Heating Inspector I	317
Air Pollution Control and Heating Inspector II	318
Architectural Designer	120
Automotive Mechanic	533
Automotive Serviceman	531
Ball Park Caretaker	591
Billing Machine Operator	018
Blacksmith I	535
Blacksmith II	536
Building Inspector	301
Building Maintenance Man	505
Carpenter I	537
Carpenter II	538
Cemetery Foreman	052
Cemetery Supervisor	051
Chemist I	654
Chemist II	656
Chief Building Inspector	303
Chief Electrical Inspector	308
Chief Plumbing Inspector	312
City Sealer	321
Civil Engineer I	104
Civil Engineer II	105
Clerk I	001
Clerk II	002
Clerk III	003
Clerk Stenographer I	011
Clerk Stenographer II	012
Clerk Typist I	006
Clerk Typist II	007
Credit Representative	053
Data Processing Computer Operator	080
Data Processing Programmer	078
Dental Assistant	431
Dental Hygienist	430
Disposal Area Attendant	584

SCHEDULE A (CON'T)

<u>CLASSIFICATION TITLE</u>	<u>CODE NO.</u>
Electrical Engineer I	111
Electrical Inspector	306
Electrician I	542
Electrician II	543
Electrician's Helper	541
Elevator Operator	503
Engineering Aide I	101
Engineering Aide II	102
Engineering Aide III	103
Environmental Health Coordinator	427
Field Representative	015
Garage Foreman I	578
Gardener	562
Geriatric Health Representative	429
Greenskeeper	561
Heavy Equipment Operator I	523
Heavy Equipment Operator II	524
Housing Inspector I	351
Improvement Inspector I	341
Improvement Inspector II	342
Janitor	501
Key Punch Operator I	077
Key Punch Operator II	079
Laboratory Technician I	651
Laboratory Technician II	652
Laboratory Technician I - Certified	649
Laboratory Technician II - Certified	650
Laborer I	511
Laborer II	508
Laborer - Junior	510
Laborer - Refuse Collection	513
Landscape Architect I	121
Landscape Architect II	123
Line Foreman I	548
Lineman I	546
Lineman II	547
Machinist I	551
Machinist II	552
Maintenance Worker	512
Maintenance Worker - Sewer	514
Markets Assistant	057
Messenger	091
Meter Reader	601

SCHEDULE A (CON'T)

<u>CLASSIFICATION TITLE</u>	<u>CODE NO.</u>
Nurseryman	593
Offset Duplicator Operator	504
Painter Foreman	553
Park Caretaker I	563
Park Caretaker II	564
Parking Attendant I	574
Parking Attendant II	573
Parking Checker	252
Parking Meter Serviceman	571
Parking Meter Supervisor	572
Parking Supervisor	576
Park Policeman	253
Parks Equipment Operator	589
Parks Garage Foreman	581
Parks Operational Aide	582
Park Watchman	590
Personal Property Appraiser I	036
Personal Property Appraiser II	029
Personal Property Appraiser III	037
Planning Aide	129
Planning Technician I	132
Planning Technician II	131
Plant Maintenance Mechanic	642
Plant Operator I	621
Plant Operator II	622
Plant Operator III	620
Plant Operator I - Certified	617
Plant Operator II - Certified	618
Plant Operator III - Certified	619
Plumber I	554
Plumber II	557
Plumbing Inspector	311
Plumber's Helper	555
Police Switchboard Operator	255
Property Records Supervisor	020
Public Health Educator	420
Public Health Nurse I	411
Public Health Nurse II	412
Public Health Nutritionist	424
Public Health Statistician	419
Public Works Foreman I	517
Public Works Foreman II	518
Public Works Foreman I - Sewer	522

SCHEDULE A (CON'T)

<u>CLASSIFICATION TITLE</u>	<u>CODE NO.</u>
Radio Engineer I	173
Radio Inspector	314
Radio Operator	171
Radio Technician	172
Real Property Appraiser I	032
Real Property Appraiser II	027
Real Property Appraiser III	033
Refrigeration Inspector I	315
Refrigeration Inspector II	316
Refuse Collection Foreman	586
Sanctuarian	565
Sanitarian I	401
Sewage Treatment Control Technician	653
Sidewalks Inspector	344
Sign Painter	556
Stage Manager	509
Stores Clerk	044
Swimming Pool Operator	588
Switchboard Operator	019
Tax Accountant	030
Traffic Technician I	144
Traffic Technician II	145
Tree Surgeon	560
Tree Trimmer	558
Tree Trimmer Foreman I	559
Trench Inspector	346
Truck Driver	521
Urban Renewal Real Estate Specialist	093
Urban Renewal Relocation Specialist	094
Water Distribution Foreman	614
Water Meter Repairman I	605
Water Meter Repairman II	606
Weights and Measures Inspector	322
Work Training Program Counselor	761
Zoning Board Coordinator	305
Zookeeper I	568
Zookeeper II	567

All persons within their original civil service probationary period are represented for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment except for discipline and discharge for reasons other than union activity.

EXCLUDED EMPLOYEES

All persons employed in the Civil Service/Personnel Office

All persons employed in the City Manager's Office

Secretaries to the following Department and Division Heads:

1. City Assessor
2. City Comptroller
3. City Engineer
4. Community Improvement and Inspection Services Director
5. Fire Chief
6. Parks and Cemeteries Superintendent
7. Planning Director
8. Police Superintendent
9. Public Health Director
10. Public Service Director
11. Water Works Superintendent

All persons who hold emergency, interim, provisional, seasonal, or temporary appointments

Appendix B

Responsibility areas (locations) and number of Union stewards:

Public Service	
Street Maintenance	1
Refuse Collection and Disposal	1
Motor Equipment System	1
Sewers & Storm Drains Maint.	<u>1</u>
	4
Parks	
Maintenance and Construction	1
Forestry	1
Cemeteries & Golf Course	1
John Ball Park (zoo, etc.)	<u>1</u>
	4
Parking Ramps, Meters and Lots	1
Public Health	1
Fire Engine House #1 and Police	1
Civic Auditorium, Urban Renewal	1
Water Department	
Lake Michigan Filtration & Pumping	1
Water Works Repair	1
Coldbrook	1
Monroe Avenue Filtration	<u>1</u>
	4
Sewage Treatment and Markets	1
Traffic Signs	1
Street Lighting	1
City Hall	
Water Office, City Physician, Purchasing	1
Treasurer, Comptroller, Auditor	1
City Clerk, Inspections, Planning	1
City Engineer, Traffic Engineer	1
City Assessor, EDP	<u>1</u>
	5

TOTAL

24