

May 31, 1974



**AGREEMENT
BETWEEN
THE CITY OF GRAND RAPIDS
AND
LOCAL 1061 OF THE
INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
AFL-CIO**

GRAND RAPIDS, MICH.

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Civil Service Board
City of Grand Rapids
816 City Hall
Grand Rapids, Mich

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AGREEMENT BETWEEN
LOCAL 1061, AFSCME, AFL-CIO
AND THE CITY OF GRAND RAPIDS

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A G R E E M E N T

THIS AGREEMENT is entered into as of July 1, 1972, 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. Management will make available to all employees in the bargaining unit, within a reasonable period of time following the execution thereof, a copy of this Agreement.

Section 3. It shall be a condition of employment that all present and all future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union each month a service charge in the amount of the regular monthly Union dues within thirty (30) days after the signing of this Agreement or the beginning of their employment, whichever is later.

Section 4. All persons holding seasonal appointments shall as a condition of their employment pay to the Union a service fee of Three and 50/100 (\$3.50) Dollars every other pay day beginning with the first pay day following the first of the month following thirty (30) days of employment. The provisions of this Section shall not apply to persons holding seasonal appointments in any of the following named Programs: Youth Employment Program, Neighborhood Youth Corps, Urban Corps, Administrative Intern Program, and other social action programs as may be developed during the term of this Agreement.

Section 5. Upon receipt of a written assignment from an employee covered by this Agreement, Management will, every other payday, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues or service charges. It is understood that this provision will provide for thirteen (13) Union dues or service charge 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 6. Any change in the present Union membership rate will be certified to the City Manager by an authorized officer or officers of the Union at least one (1) month in advance of the effective date of such change.

Section 7. The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against it on account of the application of this Article.

Section 8. 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 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) bargaining unit members who are employed by 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 (2) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee on or before April 1, 1973 and April 1, 1974.

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.

Section 4. Management will attempt, insofar as practical or possible, to transfer to the day shift, for the period of the labor negotiations, any employee selected to act on the Union Bargaining Committee.

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 renegotiate 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 12:00 Noon at a time and place designated by Management. 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 (1/2) 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.

Section 4. The "Special Meeting and Grievance Pass for Union Officials" Form shall be used by a Union representative in order for him to be released from his regular work station with pay to attend a special meeting with Management.

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.

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 Step 2 of the grievance procedure. In the event the regularly assigned Steward is not available, the Chief Steward may act on his behalf at Step 1 of the grievance procedure. When both the Steward and Chief Steward are absent the Executive Steward may take the place of the Steward at Step 1. When the Chief Steward is absent, the Executive Steward may take his place at Step 2.

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.

Section 7. The Union President shall be allowed reasonable time, paid at his regular rate, during his regularly scheduled work day to confer with Management on matters affecting the administration of this Agreement, upon notification and approval of his immediate supervisor outside of the bargaining unit. If the Agenda of any Public Meeting of the City Commission of any of its Committees, or of the Civil Service Board lists matters for decision or discussion which would have a direct impact on the wages, hours, or working conditions of bargaining unit employees, and such meetings are held during his regularly scheduled work day, the Union President shall be allowed reasonable time paid at his regular rate to present

the Union's position on such matters to such body. The "Special Meeting and Grievance Pass for Union Officials" Form shall be used by the Union President in connection with such conferences and meetings as set forth in this Section.

ARTICLE VIII. GRIEVANCE PROCEDURE

Section 1. 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 2. Any grievance not initiated, taken to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by Management if the Union does not move it 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. Time limits may be extended by mutual agreement of the Union and Management.

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, not including the day of occurrence. The Supervisor will give his verbal answer within three (3) working days of the date of presentation of the grievance, not including the date of presentation.
- 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, not including the day the 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, not including the day of presentation.

Step 3. a. If the grievance is not settled at Step 2, the written grievance shall be presented to the City Manager within seven (7) working days after the Department or the Division Head's response is given, not including the day the response is given. The grievance shall be presented along with all pertinent correspondence to date. The City Manager shall meet with no more than four (4) representatives of the Union, one (1) of which must be an aggrieved employee, provided that if the grievance is filed by more than one (1) employee, the Union may have present its representatives and aggrieved employees equal in number to the number of Management representatives attending the meeting, not less than three (3). The City Manager will reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance, not including the day of presentation. Such reply will be given to the Union President either personally or by mail postmarked no later than the last day specified herein for such reply.

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. A Union grievance is one in which a right given by this Agreement to the Union as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence, not including the day of occurrence. 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, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4. Civil Service Board.

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

receipt of the answer in Step 3, not including the day of receipt.

b. The Civil Service Board shall hold a hearing on such grievance and issue its decision. Its decision regarding any disciplinary action or matter of classification shall be final and binding on the aggrieved employee or employees, the Union and Management.

Step 5. Arbitration.

a. Either the Union or Management may appeal any decision by the Civil Service Board of a grievance on matters other than discipline or classification.

b. If either the Union or Management desires to appeal such decision to final and binding arbitration, it shall notify the other party in writing within seven (7) working days after receipt of the decision of the Civil Service Board, not including the day of receipt.

c. Promptly after receipt of notice of appeal, the Union President and a representative of the City Manager shall meet to select an arbitrator. If they cannot agree upon the arbitrator, an arbitrator shall be selected from a panel of five (5) names submitted by the American Arbitration Association in accordance with its usual procedures.

d. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and he shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. His decision on grievances within his jurisdiction shall be final and binding on the employee or employees involved, the Union, and Management.

e. The fee and expenses of the arbitrator shall be paid by the party who appeals to arbitration except if the arbitrator reverses the decision of the Civil Service Board, in which case the fee and expenses of the arbitrator shall be paid by the other party. Each party shall fully bear its costs regarding witnesses and any other persons it requests to attend the arbitration.

f. It is specifically and expressly understood and agreed that taking an appeal to arbitration constitutes an election of remedies and a waiver of any and all right by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum.

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, discipline, or letters of warning, a representative of Management shall give prompt notice thereof to the employee and the employee's Steward, or other Union representative. Such notice shall be confirmed in writing within three (3) working days, excluding Saturdays, Sundays, and Holidays.

Section 2. The affected employee will be allowed to discuss his discharge, discipline, or letter of warning with his Steward, or other Union representative, and Management will make available an area where he may do so before he is required to leave the premises.

Section 3.

a. 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. In the event an employee is to be disciplined on a current charge, all letters of warning and/or suspension over two (2) years old shall be permanently removed from his personnel file prior to the imposition of such discipline.

- b. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by any employee, supervisor or any other City officer or Department or Division Head in the employee's personnel record which relates to, is or may be made the basis for disciplinary action up to and including discharge of such employee by the City.

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 three (3) 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.

Section 5. If Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

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 (2) or more persons who entered the service on the same day shall, when necessary, have their relative

seniority determined by lot.

- b. The elected members of the Executive Board of the Union, twelve (12) in number, 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. If such person has the ability to do more than one job, he shall be assigned to the job in his same pay grade when possible. 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 three (3) 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 and September of each year. In the event that conditions beyond the general control of Management prevent the preparation of the Seniority Lists as herein provided, Management will so inform the Union, giving the reasons for the delay and the projected preparation date.

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. Where consistent with the needs of the service, seniority shall be considered in the giving of an Acting Assignment.

- a. Vacancies in the labor class shall be filled on the basis of seniority by employees who have completed their entrance probationary period and who apply therefor and are qualified to perform the work, in the following order of priority:
 - (1) Promotion of applicants from within the Department or Division.
 - (2) Demotion of applicants from within the Department or Division.
 - (3) Promotion of applicants from outside the Department or Division.
 - (4) Transfer of applicants within the same position class, provided the applicant has not had a similar transfer within the prior six (6) months and has completed his promotional probationary period for his present position class.
 - (5) Lateral transfer of applicants (the transfer from one position class to another position class having the same pay range and having essentially the same basic qualifications and involving the performance of similar duties), provided the applicant has not had a similar lateral transfer within the prior six (6) months and has completed his promotional probationary period for his present position class.

- (6) Demotion of applicants from outside the Department or Division.
- (7) If there are no such applicants, such positions may be filled by persons from outside city employment.
- b. In the competitive class promotions to positions within the bargaining unit shall be made as follows: (1) By appointment from an eligible list based on competitive examination limited to applicants from within the Department or Division involved and (2) If such eligible list is not established, the position will be filled by appointment from the top three (3) persons on an eligible list established in accordance with current policies and practices of the Civil Service Board.

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. In the event such layoff becomes necessary, such laid off persons shall replace a seasonal, temporary, or provisional appointee in the same position class in another Department or Division, and shall continue to so serve until the normal layoff of the replaced person would have occurred.
- 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 or Transfer in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests within three (3) days after receipt of notice of layoff, shall in lieu of layoff or transfer under Section 2 be demoted or transferred by Management in accordance with his seniority to an equal or lower paying position in the bargaining unit which he is able to perform and qualified to fill. Such demotion or transfer shall be through those classes in which the employee previously held permanent status. If he has never held permanent status in another position he shall be demoted or transferred by Management in accordance with his seniority to another position in the bargaining unit as close to his present class and wage level as possible which he is able to perform and qualified to fill. Management shall have the exclusive right to determine such person's ability and qualifications to fill a position without recourse to the grievance or other appeals procedure. The transferred or demoted employee shall replace the least senior employee in the position to which assigned. If an employee is demoted or transferred in lieu of layoff and his regular position subsequently becomes available, he shall thereupon be promoted or transferred back to his regular position.

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. In the event that an employee's position is to be abolished through subcontracting, Management shall meet with the Union in order to reach a mutual agreement as to the future employment and compensation of said employee.

ARTICLE XIII. SHIFT PREFERENCE

Section 1. Seniority shall be recognized as the basis of shift assignment. For the purpose of this Section, the exercise of seniority shall be limited to occasions of job opening and shall apply within classification title only. When an employee is newly assigned to a job, Management may, for a period of three (3) months, select the shift assignment for the employee. In proper cases, exceptions can be made.

Section 2.

- a. All shifts shall be posted and bid on by employees in the same Department or Division within the same classification on the basis of seniority once each calendar year. Such posting and bidding shall be accomplished during the month of April.
- b. If shift schedules are to be changed for more than five (5) consecutive work days and the need for such change is known to Management for more than 72 hours in advance, openings on such shift shall be posted for at least 24 hours and shall be

filled on the basis of seniority within classification title.

- c. The provisions of this Section shall not apply to rotating shift personnel or to Civic Auditorium operations.

Section 3. A standby arrangement shall be established in the Water Works, Street Lighting and Traffic Signal Divisions whereby qualified employees will rotate the weekend duty. In proper cases individual exceptions to the performance of weekend duty may be made by Management, such determination to rest exclusively with Management. The employee on such weekend duty shall keep himself available for work at any time during the period from the end of the Friday day shift and the beginning of the Monday day shift. He shall give Management a telephone number in the Grand Rapids Metropolitan area where he can be reached during such period and shall remain at that location during the weekend and be ready and able to respond immediately to any calls to work. He shall receive twenty-five (25) hours straight time pay for each weekend he has such duty, such pay being compensation for keeping himself available and for all hours actually worked up to twenty-five (25) hours. Hours worked or paid on the weekend shall not be considered hours worked for purposes of overtime or premium pay, but overtime shall be paid for all hours worked in excess of twenty-five (25). The call-back provisions of this Agreement shall not apply. Failure to be available for or to respond immediately to calls to work shall be cause for disciplinary action up to and including discharge.

Section 4. Nothing in this Article shall be construed to limit the right of Management to establish, change and enlarge or decrease shifts or the number of personnel assigned thereto, provided that the rights of seniority set forth in this Article are followed in making the necessary personnel assignments.

ARTICLE XIV. OVERTIME

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

Section 2. Employees covered.

- a. Employees holding the positions listed in Appendix D are eligible for overtime compensation.

- b. Employees, except those holding appointment 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.

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 (1-1/2) 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 (1-1/2) 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 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 with pay at the rate of one and one-half (1-1/2) hours for each hour worked over the normal number of hours in his scheduled work week. 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 (2) 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 shall be given time off with pay at the rate of one and one-half (1-1/2) hours for each hour worked over the normal number of hours in his scheduled work week. If such employee fails to use any such compensatory time off within two (2) months after the end of the calendar year in which the overtime was worked, he shall be given cash payment for the overtime hours worked for which compensatory time off was not taken at the rate of one and one-half (1-1/2) times the employee's hourly rate based upon his salary at the time the overtime was worked.

Section 6. Equalization of Overtime Hours. During each calendar year period overtime work shall be distributed as equally as practical among employees in the same job classification within a given Department or Division. In the assignment of overtime hours Management will, consistent with the needs of the service, give preference to those persons holding permanent appointment. A record of such overtime hours shall be kept and the record shall be posted during the first ten (10) days of April, July and October of each year. Accumulation of such recorded hours shall begin anew at the beginning of each calendar year.

Section 7. Bargaining Unit Work.

- a. Supervisory personnel outside of the bargaining unit shall not, except in emergency situations, or for instruction purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.
- b. In the event that it is found that uniformed or supervisory personnel are regularly performing work which is normally assigned to bargaining unit personnel, Management will make every effort to correct the situation as quickly as possible. These provisions will not apply to emergency or instructional situations.

Section 8. Saturday and Sunday Work. An employee shall be paid one and one-half (1-1/2) times his hourly rate for all hours worked on Saturday and Sunday, except for work on continuous seven (7) day operations and except for employees whose regular work schedule includes Saturday or Sunday.

ARTICLE XV. REST PERIOD

Section 1. Management shall allow one (1) fifteen (15) minute rest period during each one-half (1/2) shift of 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.

ARTICLE XVII. WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix C.

Section 2. An additional fifteen (15) cents per hour shall be paid for all hours worked on all scheduled second and third shifts. For the purpose of this Section, the first shift is defined as any work period commencing between the hours of 5:00 o'clock A.M. and 1:00 o'clock P.M.

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 (1) 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 (1) year after completion of the probation period and the corresponding date each year thereafter.
 - (2) Promotion. The date one (1) 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, but 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 automatically increases 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. Working Out of Classification. If a man works on acting assignment to a higher position class pursuant to a written order from Management, he shall be paid at the higher rate for all hours so worked, computed to the nearest full hour.
- When a man is regularly assigned for a part of his time to work that falls in another classification, the nature of the work and the amount of time on such assignment will be a proper consideration in establishing the classification of his position.
- If a formal training program to upgrade employees' skills is put into effect, those employees who apply and qualify for such training will be paid at the rate of their regular job during such training period, and it is understood that the training program will not be utilized by Management as a means to subvert the intent of the acting assignment provisions of this Article.
- 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	3%	L1
10 through 14	5%	L2
15 through 19	7%	L3
20 through 24	9%	L4
25 and over	11%	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 prorated 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 prorated time basis for full calendar months served, and it shall be payable upon the return to service of such employee.
- c. Employees who work twelve (12) or more days in any calendar month shall earn longevity credit for that month.

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 (1) 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 ten (10) 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 ten (10) 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. 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 two-thirds ($1-2/3$) work days of vacation for each calendar month of service to a maximum of twenty (20) work days (four (4) work weeks) per year.
- d. 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. After May 1 of each year an employee who has not used his seniority to select a vacation period shall not be permitted to use his seniority to require another employee to give up his previously scheduled vacation period.

- 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 (2) or more years' entitlement shall be allowed on the approval of the Department or Division Head and the City Manager.
- f. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half (1/2) day for all unused vacation up to a maximum of twenty (20) work days (four (4) work weeks) provided that in the event termination is caused by the death of the employee the maximum payment limitation shall not apply.

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	Veteran's Day
Washington's Birthday	Thanksgiving Day
1/2 Day of Good Friday	Day After Thanksgiving
Memorial Day	1/2 Day on Christmas Eve
July 4	December 25
Labor Day	

- b. Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday.
- c. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday.
- d. In the event December 25 (Christmas Day) falls on Saturday, the 1/2 day Christmas Eve holiday shall be considered as the immediately preceding Thursday. In the event December 25 (Christmas Day) falls on Monday, the 1/2 day Christmas Eve holiday shall be considered as the immediately preceding Friday.
- e. 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 ten (10) holidays in any calendar year.
- f. To be eligible for holiday pay credits an employee shall have worked his scheduled workday immediately preceding and immediately following any general paid holiday.
- g. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- h. On general paid holidays only those employees shall be on duty whose services are necessary.

Section 3. Method of Compensation for Holiday Work.

- a. 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 (1-1/2) times their hourly rates for such hours worked, in addition to the number of work hours credited as provided in "e." above.
- b. If any of the above holidays falls on an employee's regular day off, the employee will be credited with the number of work hours for such day, as provided in "e." above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- c. General paid holidays shall not be charged as vacation or sick leave.
- d. 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. For the purpose of this provision only, immediate family shall include grandchildren.
- 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. In the event of a dispute, the question shall be subject to the grievance procedure and the grievance shall be presented at the Step 3 level.

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 (1) 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.

Section 9. Pay for Unused Sick Leave. Unused accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of eighty (80) days at the rate of One (\$1.00) Dollar per day times the years of continuous service for employees retiring, and at the rate of Fifty (\$.50) Cents per day times the years of continuous service for persons resigning.

ARTICLE XXIII. HUMANITARIAN CLAUSE

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he cannot perform his regular job, Management will make every effort to place the employee in a position that he is physically and mentally able to perform; in so doing, Management will

attempt to place the employee in a position as close as possible to his previous wage level.

ARTICLE XXIV. LEAVE FOR UNION FUNCTIONS

Section 1. Management will grant a total of sixteen (16) man days of leave of absence with pay per year for members of the Union to attend functions of the Union, provided such leave is requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement.

ARTICLE XXV. 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 XXVI. INSURANCE

Section 1. Management shall, at its expense, provide a group hospital, medical, surgical insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employee.

Section 2.

- a. Management shall, at its expense, provide a \$10,000 cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by

Management and shall be kept on file in the City Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said life insurance benefits shall be payable to the administrator or executor of the estate of the deceased employee.

All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or lay-off. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is disabled or granted a leave of absence because of disability (including approved Maternity Leave), will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

- b. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his employment with Management and the amount of benefits which would be payable under the Workmen's Compensation Act would amount to less than \$10,000, Management shall make a lump sum cash payment equal to the difference between the amount of \$10,000 and the total Workmen's Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form to the administrator or executor of the employee's estate.
 - (1) For the purpose of determining the lump sum cash payment payable under the provisions of this Section, Management shall compute the "total Workmen's Compensation Benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Workmen's Compensation Benefits" shall be computed to include (a) the total

weekly benefits provided by the Workmen's Compensation Act multiplied by the number of weeks payable (presently 500 weeks), (b) medical expenses payable, (c) burial expenses payable, and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.

- (2) For the purpose of computing the "total Workmen's Compensation Benefits," the spouse and minor children of the deceased employee, and any person or persons partially dependent upon the deceased employee within the meaning of the Workmen's Compensation Act shall be considered wholly dependent upon the deceased employee.
 - (3) Provisions of this Section 2b shall not be affected in any way by an election by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workmen's Compensation Act.
- c. No benefits shall be payable under this Section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator, or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- d. In the event that the beneficiary, beneficiaries or estate of the deceased employee shall be paid benefits under Subsection (a) hereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Workmen's Compensation Act against the City, the beneficiary, beneficiaries, or estate of the deceased employee as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or Duty

Disability Benefits which are paid or awarded up to the sum of \$10,000.

- e. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.
- f. No determination, presumption, or finding made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workmen's Compensation Act, nor shall the same be an admission of liability under said Act.
- g. No action at law or in equity shall be brought by any person or persons to recover under any provisions of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to Subsection (c).

ARTICLE XXVII. PENSIONS

Section 1. The existing pension plan shall continue for the life of this Agreement.

ARTICLE XXVIII. UNIFORMS AND TOOL ALLOWANCE

Section 1. Management will annually issue, at its expense, four (4) "Stay-Press" uniforms to each employee now wearing a uniform. Employees in the Refuse Department, Motor Equipment System and Park Garage whose uniforms are now being issued on a rental basis shall receive five (5) changes per week.

Section 2. Any employee whose duties expose his clothing to unusual wear or unusual possibility of damage may choose to be issued and wear a uniform as provided above.

Section 3. Except as otherwise provided in this Article, present practices with respect to uniforms shall be continued.

Section 4. Employees holding the position classification of

Mechanic, Carpenter, or Blacksmith, whose tools are not furnished by Management, shall be paid a Twenty (\$20.00) Dollar per year tool allowance at the end of each full year of service completed after the execution of this Agreement, provided that each such employee shall receive no more than five (5) tool allowance payments.

ARTICLE XXIX. 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 XXX. 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 earning, excluding overtime.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workmen's Compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE XXXI. 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.

Section 2. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Union Executive Committee will be posted thereon. Management will call to the attention of the Union President or Vice President any posted material it considers objectionable and he will have the material removed if it is inconsistent with the spirit of this Article.

ARTICLE XXXII. 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.

Section 2. Management and the Union acknowledge their continuing responsibility to carry on equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their abilities.

ARTICLE XXXIII. 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 XXXIV. AUTHORIZED REPRESENTATIVES

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

ARTICLE XXXV. SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement are subject to approval by duly authorized representatives of Management and the Union.

ARTICLE XXXVI. 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 XXXVII. SAFETY

Section 1. The present safety program will be continued during the life of this Agreement.

Section 2. The Union appointed member of the Manager's Safety Committee shall be allowed reasonable time paid at his regular rate during his regularly scheduled work day to confer with the Safety Program Supervisor on matters affecting particular employee safety problems, upon notification and approval of his immediate supervisor outside of the bargaining unit. The "Special Meeting and Grievance Pass for Union Officials" form shall be used by the Union appointed member of the Manager's Safety Committee in connection with the purpose of this Section.

ARTICLE XXXVIII. CAR ALLOWANCE AND PARKING

Section 1. Employees properly authorized and directed by Management to use their personal automobile in the performance of City business shall be paid Ten (\$.10) Cents per mile for such use.

Section 2. Management agrees to provide free parking space for all bargaining unit employees who are employed in the City Hall, Justice Building, and Police Headquarters and who drive their personal automobile to work.

ARTICLE XXXIX. ENTIRE AGREEMENT

During negotiations, each party had the right to make proposals with respect to all bargainable matters. This sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, except as such bargaining is provided for herein.

ARTICLE XL. TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M., May 31, 1974. The parties agree to begin negotiations on the amendment, modification, extension and/or renewal of this Agreement between April 1, and April 15, 1974.

Section 2.

- a. By written notice given on or before April 1, 1973 either party may reopen for negotiation on the following matters:

Wage Appendix C
A Cost of Living Provision
Vacations
The Present 15 cent Shift Premium
Standby Pay (Article XIII, Section 3)
Overtime Pay for Weekend Work (Except for
Employees on Continuous Operations)

- b. It is understood that those employees who are presently "red circled" and who receive more than the regular rate for their jobs will receive the same percentage increase as other employees in 1972. It is further agreed however that any increases which may be agreed upon in the future will be applied against their differential and that they will receive only that part of such increases which exceed their "red circle" rates, if any, it being the parties' intention to eliminate such "red circle" rates over a period of time.

Section 3. 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 4. 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 5. Notice of Termination or Modification. Notice

shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, Grand Rapids, Michigan, and if to Management, 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 2nd day of **August, 1972.**

CITY OF GRAND RAPIDS

WITNESSES:

Amos Thoburn By Spencer S. Parks
Dean R. Miller By Ramon Weaver

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

Dean R. Miller By Theodore A. Hofmachi
Amos Thoburn By Donny W. Sandy Hunt
By Richard H. Flint
By Fred Bloom
By Raymond V. Good
By Carl Orwant

APPENDIX A

<u>Classification Title</u>	<u>Code No.</u>
Abstract Clerk	147
Accountant I	605
Accounting Clerk I	108
Accounting Clerk II	109
Air Pollution Control Inspector I	524
Air Pollution Control Inspector II	525
Architectural Draftsman	906
Assistant Cemetery Caretaker	395
Assistant Chief Draftsman	915
Automotive Serviceman I	307
Automotive Serviceman II	308
Blacksmith	443
Building Custodian I	316
Building Custodian II	317
Building Custodian III	318
Building Inspector I	513
Building Inspector II	514
Carpenter	445
Cashier I	105
Cashier II	106
Cement Finisher	426
Cemetery Caretaker	394
Chemist I	674
Chemist II	675
City Sealer	518
Civil Engineer I	649
Clerk I	143
Clerk II	144
Clerk III	145
Clerk Stenographer I	175
Clerk Stenographer II	176
Clerk Typist I	178
Clerk Typist II	179
Clerk Typist III	180
Conservatory Gardener	385
Consumer Protection Inspector	519
Credit Representative	101
Dental Assistant	923
Design Aide	218
Design Aide (Leadworker)	217
Draftsman I	913
Draftsman II	914
Education Aide-Model Cities	232

APPENDIX A
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Electrical Inspector I	516
Electrical Inspector II	517
Electrician I	459
Electrician II	460
Engineering Aide I	908
Engineering Aide II	909
Engineering Aide III	910
Engineering Assistant I	918
Engineering Assistant II	919
Equal Employment Opportunity Aide	246
Equipment Mechanic I	455
Equipment Mechanic II	456
Equipment Mechanic III	457
Equipment Operator I	325
Equipment Operator II	326
Equipment Operator III	327
Evaluation Aide	222
Golf Course Clerk	169
Greenskeeper	396
Groundman	421
Heating Inspector	505
Heating Inspector (Leadworker)	506
Housing Inspector	527
Housing Inspector (Leadworker)	526
Income Tax Enforcement Officer	601
Income Tax Examiner	608
Income Tax Field Auditor	111
Inspection Services Aide	512
Instrument Technician	458
Key Punch Operator	150
Key Punch Operator (Leadworker)	151
Laboratory Technician I	925
Laboratory Technician I-Certified	995
Laboratory Technician II	926
Laboratory Technician II-Certified	996
Laboratory Technician III	926
Laboratory Technician III-Certified	997
Landscape Architect I	704
Landscape Architect II	705
Lineman I	422
Lineman II	423

APPENDIX A
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Line Foreman I	424
Maintenance Mechanic I	435
Maintenance Mechanic II	436
Manpower Technician I	242
Manpower Technician II	241
Market Assistant	172
Messenger-Driver	134
Meter Reader I	320
Meter Reader II	321
Neighborhood Relocation Agent- Model Cities	230
Neighborhood Service Agent	529
Neighborhood Service Representative	250
Nurseryman	387
Offset Duplicator Operator	154
Painter	447
Park Caretaker I	382
Park Caretaker II	383
Park Maintenance Worker I	398
Park Maintenance Worker II	399
Park Maintenance Worker III	400
Park Patrolman	807
Parking Equipment Repairman	431
Parking Facility Attendant	301
Parking Facility Attendant (Leadworker)	302
Parking Meter Repairman	433
Parking Meter Serviceman	310
Parking Violations Checker	805
Parking Violations Checker (Leadworker)	806
Personal Property Appraiser I	158
Personal Property Appraiser II	159
Personal Property Tax Auditor	603
Planner I	708
Planner II	709
Planning Aide	960
Planning Aide-Model Cities	961
Plumber	449
Plumber (Leadworker)	450
Plumbing Inspector I	507
Plumbing Inspector II	508
Police Telephone Operator	156
Project Design Technician	216

APPENDIX A
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Project Evaluation Technician	221
Public Accounts Collector	103
Public Works Maintenance Worker I	409
Public Works Maintenance Worker II	410
Public Works Maintenance Worker III	411
Radio Operator I	944
Radio Technician I	947
Radio Technician II	948
Real Property Appraiser I	161
Real Property Appraiser II	162
Real Property Appraiser III	163
Refrigeration Inspector	509
Resident Employment Administrator- Model Cities	225
Right Way of Agent	904
Sanitary Inspector I	521
Sanitary Landfill Attendant	303
Sanitary Worker	305
Secretary I	185
Sewage Plant Operator I	405
Sewage Plant Operator I-Certified	495
Sewage Plant Operator II	406
Sewage Plant Operator II-Certified	496
Sewage Plant Operator III	407
Sewage Plant Operator III-Certified	497
Sewer Camera Monitor Operator	415
Sewer Maintenance Worker I	413
Sewer Maintenance Worker II	414
Sidewalks Inspector	503
Sign Painter	451
Sound Technician	453
Stage Manager	333
Storekeeper I	166
Storekeeper II	167
Stores Clerk	165
Storm Drain Maintenance Worker	412
Telephone Operator	152
Traffic Signal Electrician I	440
Traffic Signal Electrician II	441
Traffic Technician I	901
Traffic Technician II	902
Tree Surgeon	389
Tree Trimmer I	391
Tree Trimmer II	392

APPENDIX A
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Trench Inspector I	501
Trench Inspector II	502
Urban Renewal Real Estate Specialist	140
Urban Renewal Relocation Specialist	141
Veteran's Employment Officer	244
Watchman	314
Water Meter Repairman I	428
Water Meter Repairman II	429
Water Plant Operator I	402
Water Plant Operator I-Certified	492
Water Plant Operator II	403
Water Plant Operator II-Certified	493
Water Service Dispatcher	420
Water Serviceman I	416
Water Serviceman II	417
Water Serviceman III	418
Welder	438
Welder (Leadworker)	439
Work Training Counselor Aide	203
Work Training Program Counselor	640
Zoning Investigator	511
Zookeeper I	379
Zookeeper II	380
Zoologist	369

APPENDIX A
(CONT.)

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 Director
5. Fire Chief
6. Parks Director
7. Planning Director
8. Police Chief
9. Street Department Director
10. Environmental Protective Director
11. Water Department Director
12. Civic Center Director
13. Model Cities Director

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 Maintenance	<u>1</u>
	4
Parks	
Maintenance and Markets	2
Forestry and Construction	1
Cemeteries	<u>1</u>
	4
Traffic Engineer	
Parking Ramps, Meters, Lots and Office	1
Traffic Signs, Traffic Signal	<u>1</u>
	2
Fire Engine House #1 and Police	1
Civic Auditorium	1
Water Department	
Lake Michigan Filtration and Pumping	1
Water Works Repair	1
Coldbrook Pumping Station and Monroe Avenue Filtration	<u>1</u>
	3
Sewage Treatment	1
Street Lighting	1
City Hall	
City Treasurer, City Clerk	1
Water Office, City Assessor	1
Community Improvement & Inspection Services, Income Tax	1
City Engineer	1
Purchasing, Model Cities, Planning	1
City Hall Maintenance	1
City Comptroller, Community Relations, City Physician	<u>1</u>
	7
T O T A L	24

APPENDIX C

BASIC ANNUAL SALARY SCHEDULE

Effective July 1, 1972

SALARY RANGE NUMBER	STEPS					
	A	B	C	D	E	F
1	\$ 4,674	\$ 4,914	\$ 5,110	\$ 5,329	\$ 5,547	\$ 5,810
2	4,914	5,110	5,329	5,547	5,810	6,028
3	5,110	5,329	5,547	5,810	6,028	6,290
4	5,329	5,547	5,810	6,028	6,290	6,552
5	5,547	5,810	6,028	6,290	6,552	6,815
6	5,810	6,028	6,290	6,552	6,815	7,120
7	6,028	6,290	6,552	6,815	7,120	7,404
8	6,290	6,552	6,815	7,120	7,404	7,753
9	6,552	6,815	7,120	7,404	7,753	8,125
10	6,815	7,120	7,404	7,753	8,125	8,496
11	7,120	7,404	7,753	8,125	8,496	8,867
12	7,404	7,753	8,125	8,496	8,867	9,260
13	7,753	8,125	8,496	8,867	9,260	9,697
14	8,125	8,496	8,867	9,260	9,697	10,112
15	8,496	8,867	9,260	9,697	10,112	10,570
16	8,867	9,260	9,697	10,112	10,570	11,051
17	9,260	9,697	10,112	10,570	11,051	11,488
18	9,697	10,112	10,570	11,051	11,488	11,947
19	10,112	10,570	11,051	11,488	11,947	12,405
20	10,570	11,051	11,488	11,947	12,405	12,886
21	11,051	11,488	11,947	12,405	12,886	13,410
22	11,488	11,947	12,405	12,886	13,410	13,956
23	11,947	12,405	12,886	13,410	13,956	14,524

APPENDIX C (CONTINUED)

<u>ANNUAL</u>	<u>HOURLY</u>
\$ 4,674	\$ 2.25
4,914	2.36
5,110	2.46
5,329	2.56
5,547	2.67
5,810	2.79
6,028	2.90
6,290	3.02
6,552	3.15
6,815	3.28
7,120	3.42
7,404	3.56
7,753	3.73
8,125	3.91
8,496	4.08
8,867	4.26
9,260	4.45
9,697	4.66
10,112	4.86
10,570	5.08
11,051	5.31
11,488	5.52
11,947	5.74
12,405	5.96
12,886	6.20
13,410	6.45
13,956	6.71
14,524	6.98

APPENDIX C (CONTINUED)

<u>Classification Title</u>	<u>Code No.</u>	<u>Range No.</u>	<u>Salary Steps</u>
Abstract Clerk	147	13	6
Accountant I	605	17	6
Accounting Clerk I	108	11	6
Accounting Clerk II	109	13	6
Air Pollution Control Inspector I	524	16	6
Air Pollution Control Inspector II	525	19	6
Architectural Draftsman	906	19	6
Assistant Cemetery Caretaker	395	11	4
Assistant Chief Draftsman	915	19	6
Automotive Serviceman I	307	8	4
Automotive Serviceman II	308	10	4
Blacksmith	443	15	4
Building Custodian I	316	6	4
Building Custodian II	317	10	4
Building Custodian III	318	12	4
Building Inspector I	513	16	6
Building Inspector II	514	19	6
Carpenter	445	15	4
Cashier I	105	10	6
Cashier II	106	13	6
Cement Finisher	426	11	4
Cemetery Caretaker	394	13	4
Chemist I	674	19	6
Chemist II	675	21	6
City Sealer	518	18	6
Civil Engineer I	649	20	6
Clerk I	143	4	6
Clerk II	144	8	6
Clerk III	145	12	6
Clerk Stenographer I	175	5	6
Clerk Stenographer II	176	9	6
Clerk Typist I	178	4	6
Clerk Typist II	179	8	6
Clerk Typist III	180	12	6
Conservatory Gardener	385	12	4
Consumer Protection Inspector	519	14	6
Credit Representative	101	11	6
Dental Assistant	923	6	6
Design Aide	218	14	6
Design Aide (Leadworker)	217	15	6
Draftsman I	913	13	6
Draftsman II	914	16	6

APPENDIX C (CONTINUED)

<u>Classification Title</u>	<u>Code No.</u>	<u>Range No.</u>	<u>Salary Steps</u>
Education Aide-Model Cities	232	9	6
Electrical Inspector I	516	16	6
Electrical Inspector II	517	19	6
Electrician I	459	15	4
Electrician II	460	17	4
Engineering Aide I	908	9	6
Engineering Aide II	909	13	6
Engineering Aide III	910	17	6
Engineering Assistant I	918	19	6
Engineering Assistant II	919	22	6
Equal Employment Opportunity Aide	246	12	6
Equipment Mechanic I	455	14	4
Equipment Mechanic II	456	15	4
Equipment Mechanic III	457	16	4
Equipment Operator I	325	10	4
Equipment Operator II	326	12	4
Equipment Operator III	327	14	4
Evaluation Aide	222	14	6
Golf Course Clerk	169	10	6
Greenskeeper	396	13	4
Groundman	421	10	4
Heating Inspector	505	16	6
Heating Inspector (Leadworker)	506	17	6
Housing Inspector	527	14	6
Housing Inspector (Leadworker)	526	15	6
Income Tax Enforcement Officer	601	19	6
Income Tax Examiner	608	17	6
Income Tax Field Auditor	111	15	6
Inspection Services Aide	512	10	6
Instrument Technician	458	15	4
Key Punch Operator	150	6	6
Key Punch Operator (Leadworker)	151	7	6
Laboratory Technician I	925	10	6
Laboratory Technician I-Certified	995	11	6
Laboratory Technician II	926	14	6
Laboratory Technician II-Certified	996	15	6
Laboratory Technician III	926	16	6
Laboratory Technician III-Certified	997	17	6
Landscape Architect I	704	20	6

APPENDIX C (CONTINUED)

<u>Classification Title</u>	<u>Code No.</u>	<u>Range No.</u>	<u>Salary Steps</u>
Landscape Architect II	705	23	6
Lineman I	422	12	4
Lineman II	423	15	4
Line Foreman I	424	17	4
Maintenance Mechanic I	435	12	4
Maintenance Mechanic II	436	14	4
Manpower Technician I	242	18	6
Manpower Technician II	241	21	6
Market Assistant	172	9	6
Messenger-Driver	134	8	6
Meter Reader I	320	10	4
Meter Reader II	321	12	4
Neighborhood Relocation Agent- Model Cities	230	14	6
Neighborhood Service Agent	529	14	6
Neighborhood Service Representative	250	14	6
Nurseryman	387	12	4
Offset Duplicator Operator	154	11	6
Painter	447	15	4
Park Caretaker I	382	11	4
Park Caretaker II	383	12	4
Park Maintenance Worker I	398	11	4
Park Maintenance Worker II	399	13	4
Park Maintenance Worker III	400	15	4
Park Patrolman	807	13	6
Parking Equipment Repairman	431	12	4
Parking Facility Attendant	301	9	4
Parking Facility Attendant (Leadworker)	302	10	4
Parking Meter Repairman	433	12	4
Parking Meter Serviceman	310	10	4
Parking Violations Checker	805	9	6
Parking Violations Checker (Leadworker)	806	10	6
Personal Property Appraiser I	158	13	6
Personal Property Appraiser II	159	17	6
Personal Property Tax Auditor	603	20	6
Planner I	708	20	6
Planner II	709	23	6
Planning Aide	960	9	6
Planning Aide-Model Cities	961	9	6
Plumber	449	15	4

APPENDIX C (CONTINUED)

<u>Classification Title</u>	<u>Code No.</u>	<u>Range No.</u>	<u>Salary Steps</u>
Plumber (Leadworker)	450	16	4
Plumbing Inspector I	507	16	6
Plumbing Inspector II	508	19	6
Police Telephone Operator	156	12	6
Project Design Technician	216	19	6
Project Evaluation Technician	221	18	6
Public Accounts Collector	103	11	6
Public Works Maintenance Worker I	409	7	4
Public Works Maintenance Worker II	410	10	4
Public Works Maintenance Worker III	411	14	4
Radio Operator I	944	15	6
Radio Operator II	945	18	6
Radio Technician I	947	17	6
Radio Technician II	948	20	6
Real Property Appraiser I	161	13	6
Real Property Appraiser II	162	17	6
Real Property Appraiser III	163	21	6
Refrigeration Inspector	509	18	6
Resident Employment Administrator- Model Cities	225	18	6
Right Way of Agent	904	16	6
Sanitary Inspector I	521	14	6
Sanitary Landfill Attendant	303	9	4
Sanitary Worker	305	9	4
Secretary I	185	11	6
Sewage Plant Operator I	405	11	4
Sewage Plant Operator I-Certified	495	12	4
Sewage Plant Operator II	406	13	4
Sewage Plant Operator II-Certified	496	14	4
Sewage Plant Operator III	407	15	4
Sewage Plant Operator III-Certified	497	16	4
Sewer Camera Monitor Operator	415	13	4
Sewer Maintenance Worker I	413	12	4
Sewer Maintenance Worker II	414	15	4
Sidewalks Inspector	503	15	6
Sign Painter	451	15	4
Sound Technician	453	15	4
Stage Manager	333	16	4
Storekeeper I	166	12	6
Storekeeper II	167	14	6
Stores Clerk	165	9	6
Storm Drain Maintenance Worker	412	15	4

APPENDIX C (CONTINUED)

<u>Classification Title</u>	<u>Code No.</u>	<u>Range No.</u>	<u>Salary Steps</u>
Telephone Operator	152	6	6
Traffic Signal Electrician I	440	15	4
Traffic Signal Electrician II	441	17	4
Traffic Technician I	901	13	6
Traffic Technician II	902	16	6
Tree Surgeon	389	12	4
Tree Trimmer I	391	11	4
Tree Trimmer II	392	13	4
Trench Inspector I	501	14	6
Trench Inspector II	502	17	6
Urban Renewal Real Estate Specialist	140	17	6
Urban Renewal Relocation Specialist	141	17	6
Veteran's Employment Officer	244	18	6
Watchman	314	10	4
Water Meter Repairman I	428	10	4
Water Meter Repairman II	429	12	4
Water Plant Operator I	402	11	4
Water Plant Operator I-Certified	492	12	4
Water Plant Operator II	403	13	4
Water Plant Operator II-Certified	493	14	4
Water Service Dispatcher	420	16	4
Water Serviceman I	416	12	4
Water Serviceman II	417	14	4
Water Serviceman III	418	16	4
Welder	438	14	4
Welder (Leadworker)	439	15	4
Work Training Counselor Aide	203	10	6
Work Training Program Counselor	640	13	6
Zoning Investigator	511	18	6
Zookeeper I	379	10	4
Zookeeper II	380	12	4
Zoologist	369	17	6

APPENDIX D

CLASSIFICATIONS ELIGIBLE FOR OVERTIME COMPENSATION

<u>Classification Title</u>	<u>Code No.</u>
Abstract Clerk	147
Accountant I	605
Accounting Clerk I	108
Accounting Clerk II	109
Air Pollution Control Inspector I	524
Assistant Cemetery Caretaker	395
Automotive Serviceman I	307
Automotive Serviceman II	308
Blacksmith	443
Building Custodian I	316
Building Custodian II	317
Building Custodian III	318
Building Inspector I	513
Carpenter	445
Cashier I	105
Cashier II	106
Cement Finisher	426
Cemetery Caretaker	394
City Sealer	518
Clerk I	143
Clerk II	144
Clerk III	145
Clerk Stenographer I	175
Clerk Stenographer II	176
Clerk Typist I	178
Clerk Typist II	179
Clerk Typist III	180
Conservatory Gardener	385
Consumer Protection Inspector	519
Credit Representative	101
Dental Assistant	923
Design Aide	218
Design Aide (Leadworker)	217
Draftsman I	913
Draftsman II	914
Education Aide-Model Cities	232
Electrical Inspector I	516
Electrician I	459
Electrician II	460
Engineering Aide I	908
Engineering Aide II	909
Engineering Aide III	910

APPENDIX D
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Equal Employment Opportunity Aide	246
Equipment Mechanic I	455
Equipment Mechanic II	456
Equipment Mechanic III	457
Equipment Operator I	325
Equipment Operator II	326
Equipment Operator III	327
Evaluation Aide	222
Golf Course Clerk	169
Greenskeeper	396
Groundman	421
Heating Inspector	505
Heating Inspector (Leadworker)	506
Housing Inspector	527
Housing Inspector (Leadworker)	526
Income Tax Examiner	608
Income Tax Field Auditor	111
Inspection Services Aide	512
Instrument Technician	458
Key Punch Operator	150
Key Punch Operator (Leadworker)	151
Laboratory Technician I	925
Laboratory Technician I-Certified	995
Laboratory Technician II	926
Laboratory Technician II-Certified	996
Laboratory Technician III	927
Laboratory Technician III-Certified	997
Lineman I	422
Lineman II	423
Line Foreman I	424
Maintenance Mechanic I	435
Maintenance Mechanic II	436
Manpower Technician I	242
Market Assistant	172
Messenger-Driver	134
Meter Reader I	320
Meter Reader II	321
Neighborhood Relocation Agent- Model Cities	230
Neighborhood Service Agent	529

APPENDIX D
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Neighborhood Service Representative	250
Nurseryman	387
Offset Duplicator Operator	154
Painter	447
Park Caretaker I	382
Park Caretaker II	383
Park Maintenance Worker I	398
Park Maintenance Worker II	399
Park Maintenance Worker III	400
Park Patrolman	807
Parking Equipment Repairman	431
Parking Facility Attendant	301
Parking Facility Attendant (Leadworker)	302
Parking Meter Repairman	433
Parking Meter Serviceman	310
Parking Violations Checker	805
Parking Violations Checker (Leadworker)	806
Personal Property Appraiser I	158
Personal Property Appraiser II	159
Planning Aide	960
Planning Aide-Model Cities	961
Plumber	449
Plumber (Leadworker)	450
Plumbing Inspector I	507
Police Telephone Operator	156
Project Evaluation Technician	221
Public Accounts Collector	103
Public Works Maintenance Worker I	409
Public Works Maintenance Worker II	410
Public Works Maintenance Worker III	411
Radio Operator I	944
Radio Technician I	947
Real Property Appraiser I	161
Real Property Appraiser II	162
Refrigeration Inspector	509
Resident Employment Administrator- Model Cities	225
Right Way of Agent	904
Sanitary Inspector I	521
Sanitary Landfill Attendant	303
Sanitary Worker	305
Secretary I	185

APPENDIX D
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Sewage Plant Operator I	405
Sewage Plant Operator I-Certified	495
Sewage Plant Operator II	406
Sewage Plant Operator II-Certified	496
Sewage Plant Operator III	407
Sewage Plant Operator III-Certified	497
Sewer Camera Monitor Operator	415
Sewer Maintenance Worker I	413
Sewer Maintenance Worker II	414
Sidewalks Inspector	503
Sign Painter	451
Sound Technician	453
Stage Manager	333
Storekeeper I	166
Storekeeper II	167
Stores Clerk	165
Storm Drain Maintenance Worker	412
Telephone Operator	152
Traffic Signal Electrician I	440
Traffic Signal Electrician II	441
Traffic Technician I	901
Traffic Technician II	902
Tree Surgeon	389
Tree Trimmer I	391
Tree Trimmer II	392
Trench Inspector I	501
Trench Inspector II	502
Urban Renewal Real Estate Specialist	140
Urban Renewal Relocation Specialist	141
Veteran's Employment Officer	244
Watchman	314
Water Meter Repairman I	428
Water Meter Repairman II	429
Water Plant Operator I	402
Water Plant Operator I-Certified	492
Water Plant Operator II	403
Water Plant Operator II-Certified	493
Water Service Dispatcher	420
Water Serviceman I	416
Water Serviceman II	417
Water Serviceman III	418
Welder	438
Welder (Leadworker)	439

APPENDIX D
(CONT.)

<u>Classification Title</u>	<u>Code No.</u>
Work Training Counselor Aide	203
Work Training Program Counselor	640
Zoning Investigator	511
Zookeeper I	379
Zookeeper II	380
Zoologist	369

LETTER OF UNDERSTANDING REGARDING RETURN OF
MANAGEMENT ISSUED UNIFORMS AND EQUIPMENT

When an employee leaves City employment he shall turn in all of his Management issued uniforms then in his possession and all tools, safety equipment, other equipment, insigna, decals, and other similar materials, issued to him prior to his receiving his final paycheck.

LETTER OF UNDERSTANDING REGARDING THE QUALITY OF UNIFORMS
ISSUED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XXVIII

This will confirm the understanding reached during our recent negotiations concerning uniform quality.

To the extent physically possible, Management will use the following specifications when ordering uniforms:

1. 50% polyester - 50% cotton
2. Pants - 1.50 weight material with a 107 x 51 thread count and a tensil strength of 178 pounds in the warp and 86 pounds in the filling. Heavy duty locking zippers. Heavy duty belt loops and cuffs.
3. Shirts - 2.10 weight material with a thread count of 128 x 48 and a tensil strength of 143 pounds warp and 66 pounds in the filling. Shirts shall have button front and pockets with flap and buttons.

LETTER OF INTENT REGARDING
WORKMEN'S COMPENSATION SUPPLEMENTAL BENEFITS

This will confirm the understanding reached during our recent negotiations concerning abuses by some employees of the Workmen's Compensation Supplementary Benefits.

The City had proposed various restrictions on the future use of such benefits because it felt some employees in the past were abusing those rights. After discussion of various individual cases with the Union, it appeared that while the majority of the City employees have made proper use of those benefits, some employees have abused them. Rather than penalizing the many in order to prevent future abuses by those few, the City withdrew its proposals to restrict the use of Workmen's Compensation Supplemental Benefits with the specific understanding, however, that the Union will cooperate with the City in various administrative and disciplinary methods to control and eliminate future abuses of Workmen's Compensation Supplemental Benefits.

LETTER OF INTENT REGARDING
SICK LEAVE BENEFITS

This will confirm the understanding reached during our recent negotiations concerning abuses by some employees of the sick leave benefits.

The City had proposed various restrictions on the future use of such benefit because it felt some employees in the past were abusing those rights. After discussion of various individual cases with the Union, it appeared that while the majority of the City employees have made proper use of those benefits, some employees have abused them. Rather than penalizing the many in order to prevent future abuses by those few, the City withdrew its proposals to restrict the use of sick leave with the specific understanding, however, that the Union will cooperate with the City in various administrative and disciplinary methods to control and eliminate future abuses of sick leave benefits.

LETTER OF UNDERSTANDING REGARDING HOSPITALIZATION
INSURANCE FOR RETIREES BETWEEN THE AGES OF 62 AND 65 YEARS

It is agreed that Management will pay the Hospitalization Insurance Premium (currently \$13.60 per month) for a person retiring, but only for those years of age between 62 and 64 inclusive or until such earlier time as such retiree becomes eligible for Medicare-Medicaid or similar national health insurance benefits.

SUMMARY OF CITY OF GRAND RAPIDS LAYOFF BENEFIT PLAN

The following is an unofficial summary of the City's Layoff Benefit Plan. Anyone seeking more detailed information should consult Ordinance No. 1688, Chapter 6 of the Grand Rapids Ordinance Code.

Employees with permanent status in the City Civil Service who have been laid off from the City due to lack of work or funds are covered by The Plan. Temporary, part-time, seasonal, provisional, or emergency employees are not covered.

The following are not considered layoffs: retirement, discharge and disciplinary suspensions, resignation, and leaves of absence for any reason.

Layoff Benefits are payable for a maximum of 26 weeks. Two weeks are earned for each three weeks of the most recent 39 weeks in which the employee has earned at least one day's pay, within the 365 day period immediately preceding the layoff.

The benefit is 55% of the base salary at the time of layoff, up to a maximum of \$60.00 per week.

An employee can be employed elsewhere and still be entitled to the Layoff Benefit, provided his earnings elsewhere (including State Unemployment Compensation) do not exceed 45% of his base rate of pay at the time of layoff.

In order to maintain eligibility, an employee must report weekly to the City Personnel Director, be actively seeking employment, and be registered for employment with the Michigan Employment Security Commission.

AGREEMENT BETWEEN
LOCAL 1061, AFSCME, AFL-CIO
AND
THE CITY OF GRAND RAPIDS

In accordance with the provisions of Article XL, Section 2.(a.) of the Agreement entered into between the City of Grand Rapids and Local 1061 of the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, as of July 1, 1972, negotiations were held and agreement reached on all matters open for negotiation.

A wage increase of 5.5%, which is reflected in the two page Appendix C attached hereto, and an additional week of vacation to be given after 25 years of continuous service, as provided for in the Article XX, Vacations Addendum of July 1, 1973, attached hereto, constitute the full settlement of all matters before the parties in connection with this negotiation.

Said Appendix C and Article XX Vacations Addendum are to be part of the original agreement of 1972 as mentioned above, from the date of the execution of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 6th day of July, 1973.

WITNESSES:

Alan R. Miller
Carl [unclear]
Donald W. Van der Horst

CITY OF GRAND RAPIDS,

By Lynne S. Parks
Lynne S. Parks, Mayor
By Rawson Weaver
Rawson Weaver, City Clerk

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

Alan R. Miller
Carl [unclear]
Donald W. Van der Horst

By Richard L. Lind
By Fred Bloom
By Pauline Vanden Bergst
By Carl Orwant
By Richard L. Timmerman
By Adrian J. [unclear]

CORRECT IN FORM
Michael R. [unclear]
Asst. City Atty.

APPENDIX C

BASIC ANNUAL SALARY SCHEDULE

Effective July 1, 1973

SALARY RANGE NUMBER	STEPS					
	A	B	C	D	E	F
1	\$ 4,931	\$ 5,184	\$ 5,391	\$ 5,622	\$ 5,852	\$ 6,130
2	5,184	5,391	5,622	5,852	6,130	6,360
3	5,391	5,622	5,852	6,130	6,360	6,636
4	5,622	5,852	6,130	6,360	6,636	6,912
5	5,852	6,130	6,360	6,636	6,912	7,190
6	6,130	6,360	6,636	6,912	7,190	7,512
7	6,360	6,636	6,912	7,190	7,512	7,811
8	6,636	6,912	7,190	7,512	7,811	8,179
9	6,912	7,190	7,512	7,811	8,179	8,572
10	7,190	7,512	7,811	8,179	8,572	8,963
11	7,512	7,811	8,179	8,572	8,963	9,355
12	7,811	8,179	8,572	8,963	9,355	9,769
13	8,179	8,572	8,963	9,355	9,769	10,230
14	8,572	8,963	9,355	9,769	10,230	10,668
15	8,963	9,355	9,769	10,230	10,668	11,151
16	9,355	9,769	10,230	10,668	11,151	11,659
17	9,769	10,230	10,668	11,151	11,659	12,120
18	10,230	10,668	11,151	11,659	12,120	12,604
19	10,668	11,151	11,659	12,120	12,604	13,087
20	11,151	11,659	12,120	12,604	13,087	13,595
21	11,659	12,120	12,604	13,087	13,595	14,148
22	12,120	12,604	13,087	13,595	14,148	14,724
23	12,604	13,087	13,595	14,148	14,724	15,323

APPENDIX C (CONTINUED)

<u>ANNUAL</u>	<u>HOURLY</u>
\$ 4,931	\$ 2.37
5,184	2.49
5,391	2.59
5,622	2.70
5,852	2.81
6,130	2.95
6,360	3.06
6,636	3.19
6,912	3.32
7,190	3.46
7,512	3.61
7,811	3.76
8,179	3.93
8,572	4.12
8,963	4.31
9,355	4.50
9,769	4.70
10,230	4.95
10,668	5.13
11,151	5.36
11,659	5.61
12,120	5.83
12,604	6.06
13,087	6.29
13,595	6.54
14,148	6.80
14,724	7.08
15,323	7.37

ARTICLE XX. VACATIONS

ADDENDUM (EFFECTIVE JULY 1, 1973)

Section 2. Vacation Allowance.

- d. On the first day of the calendar year following completion of twenty-five (25) years of continuous service, an employee shall accrue five (5) additional work days of vacation. Each year thereafter, he shall earn two and one-twelfth ($2\frac{1}{12}$) work days of vacation for each calendar month of service to a maximum of twenty-five (25) work days (five (5) work weeks) per year.
- * e. Employees who work twelve (12) or more days in any calendar month shall earn vacation credit for that month.
- * Paragraph e. appears as paragraph d. in the original contract. The paragraph lettering has been changed in order that the several vacation allowance provisions may be presented in proper order.