

12/31/88

AGREEMENT

Between

CITY OF MUSKEGON

And

THE CITY OF MUSKEGON CLERICAL /

TECHNICAL EMPLOYEES CHAPTER

OF LOCAL 201

MICHIGAN COUNCIL #25

AFSCME, AFL - CIO

JANUARY 1, 1987 - DECEMBER 31, 1988

*Muskegon City of*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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## AGREEMENT

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1986 and effective January 1, 1987, between the City of Muskegon (hereinafter referred to as the "EMPLOYER") and the City of Muskegon Clerical and Technical Employees, Chapter of Local #201, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

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

### PURPOSE AND INTENT

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

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

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

### ARTICLE 1. RECOGNITION. Employees Covered.

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

All Secretaries, Clerk-typists, Switchboard Operators, Account Clerks, Stenographers, Deputy Treasurer, Deputy City Clerk, Assessment Clerk, Offset Operator, Housing Maintenance Counselor, Housing Counselor, Planning Technicians, Rehabilitation Counselors, Community Development Coordinator, and Administrative Aide, but excluding: Supervisors, Executive and Confidential employees, and all other employees. (See Appendix C for exclusions.)

## ARTICLE 2. RECOGNITION OF MANAGEMENT

Except as specifically restricted by this Agreement, and unless limited by law, the City retains all rights, functions and prerogatives, including but not limited to:

(a) The right and responsibility to direct the operations of the City, including, but not limited to: the selection of the kinds and sources of materials, supplies, machinery and equipment; the determination of the kind, size, number and location of its offices; the determination of the services to be performed by it; the determination of the services to be purchased from others; the determination of the work schedules; the determination of the persons, firms or corporations with whom it will do business; the method of doing business; the determination of the size of the working force to satisfy City requirements; hiring of new employees or determination of whom it will retain at the end of the probationary period; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, quality standards or facilities; to terminate employment, suspend, discipline or discharge any employee for just cause; the right to establish, change or introduce standards of safety and safe operating practices; the right to establish and alter all conditions and qualifications of employment (as related to the hiring of new employees).

(b) Any complaint or dispute concerning the exercise of any such management functions in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of this Agreement.

## ARTICLE 3. UNION SECURITY (Agency Shop).

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing after 6 months following the beginning of their employment in the unit.

#### ARTICLE 4. CHECK-OFF OF DUES AND FEES

(a) The Employer agrees to deduct from the wages of any employee, all union membership dues and representation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form provided by the Union, provided, that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to the expiration of this contract. The termination must be given both to the employer and the union.

(b) Dues and fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the local union. Each employee and the union hereby authorize the employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

(c) The employer agrees to provide this service without charge to the union.

#### ARTICLE 5. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list

of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

(c) The employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

(d) The Employer shall not be liable to the Union or its Local for the remittance or payment of any account other than that constituting actual deductions made by the Employer at the request of the Union from employees' wages earned. The Union assumes full responsibility for the disposition of the funds once remitted to the Union. The Union shall defend and hold harmless and indemnify the Employer against any expense incurred or liabilities required to be paid arising out of any action resulting from a deduction found to be improper.

#### ARTICLE 6. UNION REPRESENTATION

(a) Stewards, Alternate Stewards and Unit Chairmen.

The employees covered by this Agreement will be represented by 2 stewards. The union shall have the exclusive right to assign said stewards.

1. The employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

2. The steward involved during his/her working hours, without loss of time or pay, may present grievances to the Employer during working hours.

3. The Unit Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by 2 negotiating committee members.

2. Members of the bargaining committee shall not lose time or pay for hours spent in negotiations which occur during normal working hours.

## ARTICLE 7. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

## ARTICLE 8. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented to the Employer within ten (10) working days of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1. Any employee having a grievance shall present it to the Employer as follows:

(a) If an employee feels he/she has a grievance, he/she shall discuss the grievance with the steward.

(b) The steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, it will be submitted, within ten (10) working days of its occurrence, in written form by the steward to the grievant's Department Head. Upon receipt of the grievance the Department Head shall sign and date the steward's copy of the grievance.

(d) The Department Head shall give his/her answer to the steward and the Employee within ten (10) working days of receipt of the grievance.



(e) Prior to submission of the grievance at the City Manager's level, the grievant shall elect whether he/she desires to proceed under the Civil Service Rules and Regulations or to arbitration, under the terms and conditions of the grievance procedure.

STEP 2. If the grievance remains unsettled, it shall be presented by the chapter chairperson, in writing, to the City Manager within ten (10) working days after the response of Step 1 is due. The City Manager shall sign and date the chapter chairperson's copy. As soon as possible thereafter, but in any event no later than ten (10) working days, the City Manager shall schedule a meeting with the Union to discuss and attempt to resolve the grievance. The City Manager shall respond in writing to the chapter chairperson within ten (10) working days of the meeting.

STEP 3.

(a) If the answer at STEP 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.

(b) In the event Council 25 wishes to carry the matter further, it shall, within thirty (30) days from receipt of the Employer's answer at Step 2, serve notice of intent to arbitrate on the City Manager or his/her designated representative. The parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, the Union shall request a panel from the Michigan Employment Relations Commission in accordance with its rules and procedures.

(c) The arbitration proceedings shall be conducted in accordance with the MERC Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this agreement, and shall have no authority to add to or subtract from any of the terms of this agreement. The expenses for the arbitrator shall be shared equally between the employer and the union.

(e) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(f) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 9. COMPUTATION OF BACK WAGES

No claim involving a claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 10. DISCHARGE AND SUSPENSION

(a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward if he/she so requests, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer.

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee consider the discharge or suspension to be improper, he/she may file a grievance at the City Manager's step in the grievance procedure within ten (10) working days of the notice of suspension or discharge.

(d) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 11. SENIORITY. Probationary Employees.

(a) Seniority shall be defined as an employee's continuous service with the City of Muskegon.

(b) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he/she completes the probationary period. There shall be no seniority among probationary employees.

(c) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined probationary employees for other than union activity.

#### ARTICLE 12. SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO with up-to-date copies at least once each calendar year unless amended or revised.

(d) The Council's copy of the seniority list, as set forth above, shall be forwarded to the attention of the Council Secretary-Treasurer's Office, 1034 N. Washington, Lansing, MI 48906, or to any such other address as notified in writing.

#### ARTICLE 13. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

(a) He/she quits.

(b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement or through Civil Service Procedures.

(c) He/she is absent for three (3) consecutive working days without notifying the Employer. The Employer will notify the employee in accordance with the Civil Service procedures at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. The employee will have such rights available to him/her as are provided him/her by said Civil Services Rules and Regulations.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) He is laid off for three (3) years or for a period not to exceed his seniority within his classification whichever is less.

#### ARTICLE 14. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairperson, and the two (2) stewards, in that order, shall head the seniority list of the unit during their term of office.

#### ARTICLE 15. LAYOFF DEFINED

(a) The word, "layoff" means a reduction in the work force.

(b) When a layoff takes place, probationary employees within the classification shall be laid off first. Thereafter, employees having seniority within the classification shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

(c) Employees to be laid off will receive notice of the layoff in accordance with Civil Service Rules and Regulations.

(d) Bumping will take place only within the bargaining unit.

#### ARTICLE 16. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit.

#### ARTICLE 17. TRANSFERS

(a) Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

## ARTICLE 18. JOB POSTING AND EXAMINATION PROCEDURE

(a) In accordance with Civil Service Rules and Regulations all open competitive and competitive promotional examinations shall be posted for a period of ten (10) days in each department which employs bargaining unit members. Employees interested shall apply in writing to the Civil Service Department within the ten (10) days' posting period. All open competitive and competitive promotional examinations shall be conducted in accordance with Civil Service Rules and procedures.

(b) In accordance with Civil Service Rules and Regulations all examinations for classifications included within this agreement which are above the entry level rate for a clerk-typist shall be considered as competitive promotional examinations. Competitive promotional examinations shall be based upon records of efficiency, character, merit, conduct and seniority and shall be open only to employees within the municipal service who meet the minimum qualifications for the position.

(c) Employees who apply and who meet the minimum qualifications (as established pursuant to paragraph (b) above) will be placed on an eligible list limited to applicants from within the bargaining unit. No employee's name will be removed from the eligible list unless that employee requests that his/her name be removed. Employees within this bargaining unit shall have preference over all other applicants for an open position. However, if no bargaining unit members apply, the Employer will be authorized to appoint persons for the outside.

(d) Eligible lists will be effective for a period of one (1) year unless during a shorter period of time all bargaining unit members who are on a list have their name(s) removed because of accepting a promotion or by request. In the event all bargaining unit names have been removed as provided above, a vacant position will be posted for promotional examination and a new eligible list established.

(e) Upon making a request to Civil Service, the chapter chairperson will have copies of notices of posting, and names of employees granted positions, made available to him/her.

(f) Employees awarded a position pursuant to the above procedures will be granted a trial period in the new position in accordance with Civil Service Rules and Regulations. If the employee is unsatisfactory in the new permanent position, notice and reasons shall be submitted to the employee and his/her steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(g) Any employee filling a vacancy of a promotional nature with the City, for which he/she has not been previously classified, shall be given up to six (6) calendar months to prove his/her ability. If the department head fails the employee during this probationary time period, then the employee may return to the former position at the rate of pay for that position.

#### ARTICLE 19. JURY DUTY

An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned on that date and the daily jury duty fee paid by the Courts, not including travel allowances or reimbursements or expenses for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer. The employee shall notify the Department Head as soon as possible of the dates of absence required by jury service. Jury duty includes witness service by subpoena. In most situations, an employee will continue to receive his/her regular pay check from the Employer and will turn over checks for daily jury duty fees to the Employer.

#### ARTICLE 20. MILITARY LEAVES

(a) The right to re-employment and the continuing seniority rights are guaranteed for any employee, now or hereinafter, upon the seniority list and who, now or hereafter, is a member of the Armed Forces of the United States, State of Michigan.

(b) A leave of absence shall be granted to employees in the classified service for service in defense of the Country or who are members of the National Guard or militia or of the Reserve Corps or forces in the Federal Military, Naval, Marine or Coast Guard Service as authorized and provided for by the Veterans Preference Act of the State of Michigan, and privileges authorized by said Veterans Preference Act with respect to status and re-employment.

(c) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, without loss of pay for such time as they are engaged in active-duty defense training. Such leaves not to exceed two (2) calendar weeks (ten working days) per year. The parties agree that this provision allows an employee to receive the difference between his/her military pay and his/her regular salary while on the two (2) week training leave.

## ARTICLE 21. UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence shall be approved or rejected in accordance with applicable ordinances, Civil Service Rules and Regulations and applicable statutes.

## ARTICLE 22. RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations, but not subject to arbitration.

## ARTICLE 23. TEMPORARY ASSIGNMENTS

Temporary Assignments may be made within a Department by the Employer, and employees will receive the higher rate of pay after 40 hours in the higher classification. Temporary assignments shall not normally exceed a one (1) year period of time.

## ARTICLE 24. WORKING HOURS

(a) The normal workday shall consist of 7 1/2 hours per day. The normal workweek shall consist of 37 1/2 hours per week, Monday through Friday. The normal starting time shall be 8:30 A.M. and the normal quitting time shall be 5:00 P.M. unless changed by mutual agreement.

(b) Employees shall be allowed 60 minutes off for lunch.

(c) Employees may take a 15-minute coffee break in the A.M. and also a 15-minute coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply.

(d) Subject to the needs of the service, the normal shifts for the Police Switchboard shall be as follows:

<u>First Shift:</u>	7:00 a.m. to 3:00 p.m. (1/2 hour off for lunch)
<u>Second Shift:</u>	Noon to 8:00 p.m. (1/2 hour off for lunch)

## ARTICLE 25. TIME AND ONE-HALF

(a) Time and one-half will be paid as follows:

1. For all hours over 8 in one day.
2. For Saturday as such.
3. For hours in excess of 40 in one week.
4. For all hours worked on Sunday.
5. For all hours worked on holidays that are defined by this agreement in addition to holiday pay.

(b) Police paraprofessionals (switchboard) will receive time and one-half for all hours worked in excess of their regular schedule and for all hours worked on holidays defined by this Agreement in addition to holiday pay.

(c) Overtime shall be equalized as much as possible among all employees within a classification within a department. Within ninety (90) days of the effective date of this Agreement, the Employer and the Union shall establish a procedure for posting overtime hours and rotating overtime in order to equalize as provided herein.

(d) Employees shall receive the overtime benefits provided for in this Agreement provided they work their full straight time scheduled workweek as established in this Agreement. Paid holidays, sick leave, vacation leave, bereavement leave and other authorized time off, other than disciplinary time off, will be considered as time worked for the purpose of computing overtime and fringe benefits.

(e) For all hours accumulated between 37 1/2 hours and 40 hours per week, credit for actual time worked will be in the form of compensatory time off at a straight time rate of one (1) hour for each hour worked. Unless extenuating circumstances prevail, compensatory time off should be taken during the pay period in which it was earned.

## ARTICLE 26. SICK LEAVE

(a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred and twenty (120) days.

(b) Any employee who has accumulated one hundred and twenty (120) days of unused sick leave will be compensated on an annual basis for twenty-five percent (25%) of the accumulated, but unused, sick time in excess of one hundred twenty (120) days. This compensation will be paid no later than January 31 of the year following the accumulation.



(c) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

(d) Sick leave accruals shall be retained by an employee in each of the following cases: an employee who is absent on authorized leave of absence; an employee who transfers from one classification or department to another; a classified employee who is called from a layoff.

(e) Upon termination of employment under honorable conditions, the employee will be compensated at the rate of one-half of the value of the accumulated unused sick leave, provided the employee has worked a minimum of twelve (12) consecutive months.

(f) Sick Leave time shall be accumulated according to the time worked during the preceding calendar year; within the initial year of employment at such time when the probationary period is completed an employee may request anticipated sick leave, which would be deducted from the total accumulation to date.

(g) will allow use of sick leave for injury or illness in an employee's immediate family which requires presence away from work. Immediate family will include parents, spouse, children, and parents-in-law.

(h) Effective January 1, 1988, the maximum accumulation of sick leave for both subparts (a) and (b) shall be increased from one hundred twenty (120) days to one hundred thirty-two (132) days.

#### ARTICLE 27. WORKER'S COMPENSATION

(a) An employee disabled and absent from duty as a result of a service-connected injury incurred in the employment of the City, shall receive his straight-time salary without deduction from accumulated sick leave for the period of said disability and absence, but not to exceed five (5) working days commencing with the date of injury. All Worker's Compensation received during this period shall be turned over to the City.

(b) Sick leave will be applied to lost time and deducted for service-connecting disability other than that for which the employee receives Worker's Compensation insurance benefits for lost time, only upon receipt of a statement signed by the City Physician to the effect that the injured employee is unable to perform the regular duties or such other temporary task available in the framework of City functions, in which event said

employee's earned sick leave shall be used at the rate of one (1) sick leave day for each day of such service-connected disability until such sick leave accumulation has been exhausted.

(c) An employee's absence from duty due to a service-connected disability for which he is receiving Worker's Compensation benefits shall not be compensated for or deducted from his sick leave unless he shall elect to be paid the difference between the worker's Compensation received by him for such service-connected disability and his normal wage or salary; in which event, said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected disability until such sick leave accumulation has been exhausted.

(d) Any employee disabled and absent from duty as a result of a service-connected injury incurred in the course of employment with the City of Muskegon, who has exhausted their sick leave option, shall receive economic accruals as of that date, except as specifically stated in the following sub-paragraphs:

1. "Seniority shall continue to accrue (for example, if the employee is injured in the course of his/her employment in his tenth year of employment and returns to work three years later, his/her seniority shall be as a thirteen-year employee)."
2. "Sick leave shall not be accrued, accumulated, or paid to an employee for any time when the employee has not worked."

#### ARTICLE 28. BEREAVEMENT LEAVE

(a) In the event there is a death in the immediate family of an employee, consisting only of spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild, and the employee attends the funeral service, such shall be granted up to a three (3) day leave of absence with full pay. An employee shall be granted one (1) day absence with pay in the event of a death in the family of such employee other than herein set forth; provided the employee attends the funeral service.

(b) There shall be no bereavement leave for friends, other than fellow employees. Up to one day special leave will be granted to attend funerals of fellow employees. In the event a substantial number of employees of a particular department would ask for time off to attend the funeral of a fellow employee, the needs of the department will be of primary concern, the Department Head will consider the needs in determining the number of employees to receive time off.

(c) Provided that 24-hour notice is submitted, bereavement leave shall be credited to the pay period in which it is taken.

(d) Up to five (5) days of accumulated unused sick leave may be used by an employee each year for bereavement leave in order to attend the funeral service for any of those persons identified herein (in this Article), provided that the employee is required to travel either outside the State of Michigan, or 250 miles, in order to attend the funeral service, and to provide documentation thereof.

(e) An employee may use one of the five (5) days (sick leave used for bereavement leave), set forth in (d) above, each year to attend the funeral of a friend.

#### ARTICLE 29. HOLIDAY PROVISIONS

(a) The paid holidays are designated as follows:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
	Day before New Year's

(b) Paid holidays which fall on Saturday shall be recognized on the Friday preceding the holiday. Paid holidays which fall on Sunday shall be recognized on Monday following the holiday.

#### ARTICLE 30. PERSONAL LEAVE DAYS

(a) Each employee shall be entitled to one (1) personal leave day per year subject to notice of twenty-four (24) hours in advance of the date requested. The personal leave days are not accumulative, but if not granted as time-off, they shall be compensated as a days' pay. If not requested, the days shall be forfeited.

(b) Personal Leave may be taken in one (1) hour increments if so requested by the employee.

(c) Each employee shall have the option to convert one sick leave day per year to a personal leave day, which shall be used as permitted by this article.

#### ARTICLE 31. VACATIONS

(a) Eligibility. An employee will earn credits toward vacation with pay in accordance with the following schedule:

1. One (1) day per month of employment, but not to exceed ten (10) days per year during the first nine (9) years of continuous service.
2. One and one-quarter (1 1/4) days per month of employment, but not to exceed fifteen (15) days per year, beginning the tenth (10th) year of employment through fourteen (14) years of continuous service.
3. One and two-thirds (1 2/3) days per month of employment, but not to exceed twenty (20) days per year, beginning the fifteenth (15th) year of employment.

(b) Vacation Scheduling.

1. Vacations will be granted at such times during the year as requested by the employee subject to approval of the Department Head. If more than one employee in a Department should request the same time period or periods, then seniority within the department shall prevail.
2. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
3. A vacation may not be waived by an employee and extra pay received for work during that period.
4. No vacation shall be taken by an employee until the employee has been on the payroll beyond the probationary period.
5. Vacation Leave shall not be cumulative and shall be taken during the calendar year following the one in which it was earned.

(c) Vacation Pay.

1. Subject to Civil Service Rules and Regulations if an employee is discharged, laid off or retired, or severs his/her employment, he/she will receive any earned but unused vacation credit including that accrued in the current calendar year on a prorated basis. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

2. Rate During Vacation. Employees will be paid their regular pay while on vacation and will receive credit for any benefits provided for in this Agreement.
3. "Vacation time shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked."
4. "Longevity shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked."
5. "Holidays shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked."
6. "Personal leave days shall not be accrued, accumulated or paid to an employee for any time the employee has not worked."
7. "In no event shall any employee who has been disabled and absent from duty as a result of a service-connected injury incurred in the course of employment with the City of Muskegon take vacation time off in any one year in excess of that provided for in Article 31, Vacations. Any vacation days accumulated, but not used prior to the injury in excess of the maximum under Article 31 shall be paid to the employee in the year the employee returns to duty."

#### ARTICLE 32. INSURANCE

(a) Hospitalization. The Employer agrees to provide employees and their dependents with the level of benefits equal to the group health plan presently in effect for the duration of this Agreement. The plan shall include the base plan with coverage of a semi-private per diem room rate charged by hospitals in the Muskegon area and major medical coverage. The health plan shall include dependents and retirees under the age of 65. Retirees over the age of 65 and their eligible dependents shall be covered under the existing benefits known as the "Supplement to Medical Plan" for the duration of this Agreement. Effective as soon as possible a dental plan as agreed in negotiations will be added for employees and eligible dependents.

Effective January 1, 1982 a Prescription Drug Plan (\$2.00 co-pay) will be added for employees and eligible dependents. The maximum major medical benefit shall be \$50,000.

(b) Life Insurance. The employer agrees to pay the premiums for group term life insurance on the life of each employee in the face amount equal to the annual salary of each employee, but not less than \$10,000.

#### ARTICLE 33. PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued.

In the event that an employee terminates employment with the City before becoming vested in the General Employees' Retirement System and in the event that the employee withdraws the member's accumulated contributions, then the employee shall be entitled to interest on those contributions at the rate of 5% per year.

#### ARTICLE 34. CONTINUING BENEFITS

Any employee privileges or benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Union.

#### ARTICLE 35. DISTRIBUTION OF AGREEMENT/BULLETIN BOARDS

(a) The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

(b) The Employer agrees to provide two (2) bulletin boards: One located in City Hall Building; one located in Public Service Building. Bulletin boards are for the purpose of posting notices and information pertaining to Union business.

#### ARTICLE 36. WORK PERFORMED BY SUPERVISORS

Supervisory employees, as defined by MERC, shall not be permitted to perform work within the bargaining unit except in cases of emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. This article shall not apply to Confidential employees excluded from this Agreement.

#### ARTICLE 37. CIVIL SERVICE JURISDICTION

(a) For the duration of this Agreement, Civil Service Rules and Regulations as set forth in the Charter of the City of Muskegon, applicable to conditions of employment exclusive of provisions as set forth in this Agreement, shall be recognized as binding and adherent policies by the Employer and the Union.

(b) It is further agreed that in the event any provision(s) of said Civil Service Rules and Regulations is declared invalid, unenforceable or non-functional, the parties affected by this Agreement shall enter into immediate collective bargaining negotiations upon the request of the Employer or the Union for the purpose of arriving at mutually satisfactory replacements for such provisions.

#### ARTICLE 38. UNEMPLOYMENT INSURANCE

The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement.

#### ARTICLE 39. USE OF TEMPORARY HELP

The employer may use temporary nonbargaining unit individuals to supplement the present work force, provided the duration of employment is limited to one (1) year per individual.

#### ARTICLE 40. RESIDENCY

The union acknowledges that the City of Muskegon may require that all new hires become residents of the City within their probationary period and maintain such residence as a condition of continued employment.

#### ARTICLE 41. APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

- Appendix A - Classification and Rates
- Appendix B - Longevity
- Appendix C - Exclusions

#### ARTICLE 42. SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors.

ARTICLE 43. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 1988.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 days' written notice of termination.

(d) 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.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, MI 48906; and if to the Employer, addressed to City of Muskegon, City Hall, Muskegon, MI 49443; or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 10<sup>th</sup> day of March, 1987.

LOCAL 201 AND MICHIGAN COUNCIL 25,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

Patricia J. Phillips  
Patricia Phillips  
Staff Representative

May C. Smith

CITY OF MUSKEGON

Samuel J. Gandy  
Mayor

Virginia A. Legish  
City Clerk



Vicki A. Emery

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WITNESSED:

Robert F. [Signature]

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APPENDIX A  
EFFECTIVE JANUARY 1, 1987  
ANNUAL SALARIES AND STEP GRADES

CLASSIFICATION	STEPS AND RATES				
	A Start	B 6 Mos.	C 18 Mos.	D 30 Mos.	E 42 Mos.
Clerk/Typist	11,983	12,584	13,212	13,874	14,567
Switchboard Operator	11,983	12,584	13,212	13,874	14,567
Police Clerk	11,983	12,584	13,212	13,874	14,567
Account Clerk I	11,983	12,584	13,212	13,874	14,567
Stenographer	11,983	12,584	13,212	13,874	14,567
Offset Operator	12,584	13,212	13,874	14,567	15,294
Assessment Clerk	13,213	13,874	14,572	15,295	16,060
Secretary Assistant to the Convention Center Manager	13,893	14,571	15,295	16,061	16,868
Administrative Aide	15,294	16,064	16,875	17,724	18,615
Deputy Clerk	15,294	16,064	16,875	17,724	18,615
Deputy Treasurer	15,294	16,064	16,875	17,724	18,615
Housing Maintenance Counselor	16,875	17,724	18,615	19,544	20,516
Housing Rehabilitation Counselor	16,875	17,724	18,615	19,544	20,516
Planning Technician	17,724	18,615	19,544	20,516	21,527
Community Development Coordinator	17,724	18,615	19,544	20,516	21,527

APPENDIX A-1

EFFECTIVE JANUARY 1, 1988  
ANNUAL SALARIES AND STEP GRADES

CLASSIFICATION	STEPS AND RATES				
	A Start	B 6 Mos.	C 18 Mos.	D 30 Mos.	E 42 Mo.
Clerk/Typist	12,402	13,024	13,674	14,360	15,07
Switchboard Operator	12,402	13,024	13,674	14,360	15,07
Police Clerk	12,402	13,024	13,674	14,360	15,07
Account Clerk I	12,402	13,024	13,674	14,360	15,07
Stenographer	12,402	13,024	13,674	14,360	15,07
Offset Operator	13,024	13,674	14,360	15,077	15,82
Assessment Clerk	13,675	14,360	15,082	15,830	16,62
Secretary Assistant to the Convention Center Manager	14,379	15,081	15,830	16,623	17,45
Administrative Aide	15,829	16,626	17,466	18,344	19,26
Deputy Clerk	15,829	16,626	17,466	18,344	19,26
Deputy Treasurer	15,829	16,626	17,466	18,344	19,26
Housing Maintenance Counselor	17,466	18,344	19,267	20,228	21,23
Housing Rehabilitation Counselor	17,466	18,344	19,267	20,228	21,23
Planning Technician	18,344	19,267	20,228	21,234	22,28
Community Development Coordinator	18,344	19,267	20,228	21,234	22,28

APPENDIX B

LONGEVITY PAY PLAN RULES AND REGULATIONS

1. Semi-annual payments to be paid in June and December on a basis of \$100.00 per year for each five years of service and not to exceed \$500.00.
2. All employees with five years or more of service on June 1, 1957, will be eligible for longevity pay.
3. Employees with leaves of absences or a break in continuous service prior to January 1, 1957, will be regarded as continuous employees for longevity pay purposes. Any one whose employment with the City has been terminated after January 1, 1957, or who is not on the payroll as of January 1, 1957, will be considered as a new employee should ne return.
- 3a. Persons reinstated after a break in service will be granted their prior longevity status minus their last 5-years accumulation (\$100.00) upon re-employment. Each additional year of service after re-employment is to be added to tnis reduced credit for the next longevity increment. (Amended on February 11, 1969).
- 3b. Any employee receiving benefits from a City of Muskegon Retirement system shall not be entitled to longevity pay service credit for time worked prior to receiving their first pension benefit (Amended on February 24, 1976)
- 4a. Any employee who reaches 5, 10, 15, 20, or 25 years of service on or before June 30, and is on the payroll as of June 1st will be eligible for 1/2 the longevity payment in June and each successive semi-annual payment in December and June thereafter.
- 4b. Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 31, and is on the payroll as of December 1st will receive 1/2 the longevity payment in December and each successive semi-annual payment thereafter.
5. During the calendar year in which an employee retires under one of the City's retirement plans, he shall be entitled to receive, at the time of tne semi-annual payment of longevity, a pro-rated portion of nis longevity pay based on days worked. (Amended on Marn 22, 1960).
6. All compensation for employees is subject to deduction for income tax, retirement, and social security benefits. (Police and Firemen excluded from social security deductions.)

Longevity rules adopted May 14, 1957 57-322  
Amendment adopted March 22, 1960 60-133  
Amendment adopted February 11, 1969 69-80  
Amendment adopted February 24, 1976 76-76

APPENDIX C

EXCLUSIONS

1. City Manager's Secretary
2. Administrative Secretary to Personnel/Purchasing
3. Administrative Secretaries
4. Account Clerk IIs (finance department)
5. Administrative Aide - Public Works

## Job Description

TITLE: L. C. WALKER ARENA AND CONFERENCE CENTER ASSISTANT TO  
THE CONFERENCE CENTER/ARENA MANAGER

### General Summary:

Under the supervision of the Arena & Conference Center Manager, assists that individual in coordinating the use of the City of Muskegon's Arena & Conference Center and in the promotion, scheduling and coordination of the events and activities at the facilities. Performs secretarial duties which require independent judgment and proficiency in typing and related office skills. Assists in the preparation of rental contracts for rentals and leases. Assists in making the necessary arrangements to carry out events. Responsible for accounts receivable, payment of bills, payroll and related record keeping and reporting. Assists the Box Office Supervisor with box office operations, ticket sales and settlements.

### Typical Duties:

1. Receives, screens and routes telephone calls, and walk-in visitors by ascertaining needs, explaining policies and procedures, initiating necessary paper work, or referring them to the appropriate individual or office.
2. Maintains departmental time, attendance and leave accrual records, prepares payroll sheets and performs related payroll accounting.
3. Performs various financial accounting duties, maintaining various accounts payable and receivable. Posts to and balances various accounts, maintain files and records and prepares related reports.
4. Prepares, reviews and distributes various statements, invoices and purchase orders.
5. Types correspondence, reports, budgets, forms, records and other materials. Takes and transcribes dictation as assigned.
6. Maintains booking schedule of events at the Arena and Conference Center. Compiles and prints schedules and calendards of events, maintains mailing list and sends out schedules as required and on a regular basis.

7. Assists in the booking events and needed services at the L. C. Walker Arena & Conference Center. Quotes rental rates to prospective promoters. Draws up contracts, accepts deposits, schedules events and arranges press releases.
8. Assists the manager in showing the facilities to persons or organizations desiring to lease the facilities; explains costs and availability and assists leasees in determining their event needs, and matching these needs to the facilities abilities.
9. Maintains an inventory of office and various other supplies and materials utilized at the Arena, reordering when necessary.
10. Maintains a variety of records, compiling data for the preparation of various regular and special reports.
11. Assists the Box Office Supervisor in operations, supervising part-time cashiers involved in ticket sales, and maintenance of records and reports. Fill in, in the Box Office Supervisors' absence.
12. Assists in the development and planning of programs and services and promotion of the facility for events to assure continuous utilization of the Arena.
13. Performs other duties as assigned.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications:

Education: Possession of an associate's degree or its equivalent in business, accounting, public relations or related field.

Experience: A minimum of two years experience in office management. Knowledge of and proficiency with office machines, standard accounting procedures, typing and filing methods.

The qualifications listed above are guidelines. Other combinations of education and experience which could provide the necessary knowledges, skills and abilities to perform the job should be considered.

