

6/30/98

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A G R E E M E N T

Between

CITY OF EAST GRAND RAPIDS

and

CITY SERVICES DEPARTMENT
EMPLOYEES CHAPTER OF LOCAL NO. 1645, COUNCIL 25

Affiliated With

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

Effective: July 1, 1995 - June 30, 1998

East Grand Rapids, City of

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A G R E E M E N T

THIS AGREEMENT, effective July 1, 1995, by and between the CITY OF EAST GRAND RAPIDS, hereinafter referred to as the "City", or "Employer", and the CITY SERVICES DEPARTMENT EMPLOYEES CHAPTER of LOCAL NO. 1645, COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union".

RECOGNITION

Section 1.1. Recognition.

Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the City hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for all employees employed in the City Services Department in the following described unit:

All full-time-time and regular part-time employees of the City of East Grand Rapids, Michigan, employed and working in the Streets and Utilities Division of the City Services Department BUT EXCLUDING all temporary and seasonal employees, community service workers, clerical employees, foremen, supervisors, Street and Utilities Superintendent and the City Services Director.

UNION SECURITY

Section 2.1. Agency Shop.

Employees covered by this Agreement at the time it becomes effective shall be required to become members of the Union or pay to the Union a service fee in an amount equal to dues uniformly charged for membership in the Union within sixty (60) days from the date of this Agreement. All future employees covered by this Agreement shall become members of the Union or pay to the Union a

service fee in an amount equal to dues uniformly charged for membership in the Union upon completion of the probationary period provided in this Agreement.

Section 2.2. Checkoff.

During the life of this Agreement, the City agrees to deduct Union membership dues and/or agency fees from the pay of each employee who submits to the City an executed authorization for checkoff of dues or agency fees form. Checkoff deductions shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay of the month and each month thereafter, provided, however, that the employee has performed not less than forty (40) hours of work during the preceding month. Deductions for any calendar month shall be remitted to the Secretary-Treasurer of Michigan Council No. 25 along with a list of employees for whom dues were deducted. The Union agrees to indemnify, defend and hold the City harmless against any and all claims made and against any suits instituted against the City on account of any checkoff of Union dues or agency fees.

REPRESENTATION

Section 3.1. Representation.

The City agrees to recognize a Local President and two (2) stewards. The duties of the Local President and stewards shall consist of processing grievances in accordance with the grievance procedure provided herein and negotiating modifications to this Agreement or attending special conferences with the Employer. The Union agrees to notify the City in writing of the names of the Local President and stewards.

Section 3.2. Report and Loss Time.

When it is necessary for a Union committeeman to leave his work to handle a grievance or meet with the City representatives, such committeeman shall notify his supervisor. If it is impossible for

a committeeman to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made. Committeemen shall not suffer loss of time or pay for authorized lost time during regular working hours.

RESERVATION OF RIGHTS

Section 4.1. Reserved Rights.

(a) The City as a corporate entity, on its own behalf, and on behalf of its electors, hereby retains and reserves, unto itself and its designated representatives when so delegated by the City as a corporate entity, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedure established in this Agreement.

(b) The City shall also have the right to suspend, discipline or discharge employees for just cause; transfer, lay off and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; to make judgments regarding skill, ability and competency of employees; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, power and authority possessed by the City prior to the signing of this Agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance.

A grievance shall be a complaint by an employee or the Union during the term of this Agreement concerning the application and interpretation of this Agreement as written.

Section 5.2. Grievance Procedure.

All grievances shall be handled in the following manner:

(a) Verbal Procedure. An employee with a complaint shall discuss the matter with the Streets and Utilities Superintendent within five (5) days from the time of the occurrence of the events giving rise to the complaint. If requested by the employee, the employee may be represented by his steward. Every effort shall be made to settle the complaint in this manner.

(b) Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance within five (5) days of the City's answer in the verbal procedure. The grievance shall indicate the section or sections of the Agreement in dispute, the date of the verbal discussion, and shall be signed by the employee. The grievance shall be hand delivered to the City Services Director who shall initial and place thereon the day and time received and shall place his written

answer on the grievance form and return it to the steward within five (5) days after receipt of the grievance. In the absence of the City Services Director, the grievance shall be hand delivered to the Streets and Utilities Superintendent who, in turn, shall act on behalf of the City Services Director. Failure of the City Services Director or Streets and Utilities Superintendent to provide a written answer within the five (5) day period shall be construed as a denial of the grievance and entitle the Union to proceed to Step 2.

Step 2. Any grievance which is not resolved in Step 1 of the written procedure which the Union wishes to appeal must be hand-delivered to the City Manager within five (5) days after receipt of the City's written disposition in Step 1. The Local President and City Manager shall discuss the grievance in an effort to settle same. If the grievance is not satisfactorily resolved, the City Manager shall initial and place his disposition thereon and return it to the Local President within five (5) days after such meeting. Either party may have additional representation, including outside representation at the meeting.

Section 5.3. Selection of Arbitrator.

The arbitrator shall be a person mutually agreed upon by the City and the Union. In the event the parties have not agreed upon an arbitrator within five (5) days, the Union may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) arbitrators. The City and the Union shall alternately strike a name from the list until only one name remains, and the person whose name remains shall be arbitrator. Should the parties be unable to mutually select an arbitrator, the FMCS shall have the authority to appoint an arbitrator according to its rules and procedures. The fees and expenses of the arbitrator shall be shared equally by the City and the Union.

Section 5.4. Arbitrator's Powers.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, that question must first be decided before the arbitrator shall be permitted to decide the merits of the grievance. The arbitrator shall have no authority to hear or determine any disputes involving the exercise of any of the City's reserved and inherent rights not specifically limited by the express terms of this Agreement. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement, which reflect the only concessions which the Employer has yielded. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted at Section 5.2(a). The arbitrator's decision shall be final and binding upon the Union, City and employee.

Section 5.5. Arbitration Request.

The Union, during the term of this Agreement, may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within thirty (30) calendar days following receipt of the City's disposition in Step 2 of the grievance procedure.

Section 5.6. Time Limitations.

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the parties hereto, the grievance shall be considered settled on the basis of the City's last answer. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be

extended by mutual agreement in writing.

Section 5.7. Time Computation.

Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

DISCHARGE OR DISCIPLINARY SUSPENSION

Section 6.1. Discharge or Disciplinary Suspension.

An employee who is discharged or given disciplinary time off from work shall be allowed to counsel with his steward before he is required to leave the City's property. Any employee who is given discharge or disciplinary time off shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken. Such action must be taken by the City within five (5) working days of the City's first awareness of an alleged offense. A grievance which concerns a discharge or disciplinary time off may be processed initially at the written procedure (Step 1) of Section 5.2(b).

In imposing disciplinary action, the City agrees not to consider any infraction which is more than two (2) years old.

Section 7.1. No Strike - No Lockout.

The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, committee persons, stewards, nor its members will for any reason directly or indirectly call, sanction, or engage in any strike, walk-out, slow-down, sit-down, stay-in, stay-away, boycott of a primary or secondary nature, picketing or any other activities that may result in any curtailment of work or restriction of production or interference with production of the City. The City agrees that during the life of this Agreement, it will not lock out any employees covered by this Agreement.

The City reserves the sole right to discipline an employee or employees up to and including discharge, for violating any of the provisions of this Section. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any prohibited activity provided in this Section.

SENIORITY

Section 8.1. Seniority Definition.

Seniority shall be defined to mean the length of the employee's continuous service with the City commencing from his last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list by drawing numbers (number 1 being first and so on).

Section 8.2. Probationary Period.

All new employees shall be considered probationary employees for a period of six (6) months, after which their seniority shall be as of their last date of hire. Until an employee has completed the probationary period, he may be laid off or terminated at the City's discretion without regard to this Agreement and without recourse to the grievance and arbitration procedure. If a probationary employee is recalled or re-employed within three (3) months after the date of separation, the time previously employed shall be applied toward the completion of the probationary period.

Section 8.3. Seniority List.

The parties have examined and agreed upon a seniority list upon the execution of this Agreement. The City agrees to furnish the Union with a seniority list, and such list shall be brought up to date every six (6) months.

Section 8.4. Loss of Seniority.

An employee's seniority and employment relationship with the City shall terminate for the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is discharged for cause.
- (c) If the employee is absent from work for three (3) consecutive working days without properly notifying the City.
- (d) If the employee fails to report for work within two (2) working days following telephone notification of recall to work or following receipt or attempted delivery of notice of recall by certified mail sent to his last known address, unless the failure to report is otherwise excused by the City.
- (e) If the employee fails to return on the required date following a leave of absence or vacation, unless otherwise excused by the City.
- (f) If the employee is on layoff status consecutively for a period of two (2) years or the length of seniority at the time of layoff, whichever is the lesser.
- (g) If the employee is on sick leave for a period of two (2) years or the length of seniority at the time of leave, whichever is less.

Section 8.5. Non-Bargaining Unit Employees.

An employee who shall be transferred to a position within the City on a non-bargaining unit job shall retain seniority, but shall not accumulate any additional seniority during the time the employee holds the non-bargaining unit position. The City shall,

in its sole discretion, determine wages, hours and conditions of employment for non-bargaining unit employees including whether such employees may be discharged or demoted back into the bargaining unit. If the employee is returned to the bargaining unit, seniority shall recommence.

Section 8.6. Seniority of Union Representatives.

Notwithstanding their position on the seniority list, the Local President and steward in that order shall in the event of a layoff, be continued to work as long as there is a job in the bargaining unit which they can perform; and if laid off, they shall be recalled to work on the first open job that they can perform in the bargaining unit. All members of the bargaining unit shall be notified at the time of election of officers and stewards of this Section.

Section 8.7. Layoff.

Layoff means a reduction in the working force in any classification. Layoff shall be accomplished in the following manner, provided however, the City shall have the right to make exceptions to the procedure set forth below where specific skill and experience are required:

- (a) All probationary employees in the classification affected;
- (b) All part-time employees in the classification affected following the reverse order of seniority;
- (c) All full-time employees affected following the reverse order of seniority, provided, however, that the remaining employees with greater seniority have the necessary training, ability and experience to perform the required work.
- (d) Employees to be laid off shall have at least seven (7) calendar days' written notice of layoff. The Local

President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 8.8. Recall Procedure.

When a work force is to be increased after a layoff, it shall be accomplished in the reverse order of procedure followed for layoff.

Section 8.9. Permanent Transfers.

Permanent vacancies and new positions in the bargaining unit shall be posted on the Union bulletin board for five (5) working days listing the job classification and qualifications. Employees who wish to be considered for such position may sign their names on the posting. In making the award of the position, the City shall consider the applicant's work record, experience, ability and seniority. Where the applicant's qualifications are relatively equal, the applicant with the greatest seniority shall be awarded the position. Full-time employees shall be given preference over part-time employees. The applicant shall be awarded the job within ten (10) calendar days after the posting period. During the first ten (10) working days in the new position, an employee who disqualifies himself or is disqualified by the City shall be returned to his former job.

The City shall provide the Local President with copies of the signed posting and indicate to whom the position was awarded within ten (10) calendar days after the posting.

LEAVES OF ABSENCE

Section 9.1. Seniority Accumulation.

All leaves of absence shall be without pay. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided.

Section 9.2. Personal Leave.

The City, for good cause shown, may grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of leave of absence may be granted at the City's sole discretion provided it is requested prior to the termination of the thirty (30) day period. Leave of absence shall not be given for the purpose of obtaining or working at other employment.

Section 9.3. Military Service.

Any employee who enters into the United States military service shall receive all the rights to which he is entitled under the provisions of Federal law. Regular full-time employees who are members, with active status, of an Armed Forces Reserve Unit shall, at their request, be granted a leave of absence for not more than two (2) weeks, to engage in an annual reserve training program. Requests for military reserve leave of absence must be accompanied by a written order from the commander of the Armed Forces Reserve Unit involved, indicating report and return dates of the training period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

Section 9.4. Union Leave.

A leave of absence not to exceed two (2) weeks may be granted to any employee to engage in activities of the Union, provided, however, that reasonable notice is given to the City and that such leave may be scheduled after giving due consideration to personnel requirements.

Section 9.5. Illness Leave (Employee or Immediate Family).

A leave of absence not to exceed one (1) year may be granted to any employee for personal illness of the employee or his immediate family (spouse or dependent children); provided, however, confirmation for the required need for leave shall be submitted by

a physician's statement which shall be presented along with the notice to the City. An extension of leave of absence may be granted for an additional year, provided it is requested prior to the termination of the one (1) year period.

Section 9.6. Jury Duty.

The City will continue employees at regular pay when they are summoned for jury duty. Jury duty fees will be remitted to the City. Mileage fees may be retained by the employee.

Section 9.7. Family and Medical Leave.

As required by the Family and Medical Leave Act (FMLA), the City will provide covered employees up to twelve (12) weeks per year of unpaid job protected leave for certain family and medical reasons. Employees who have been employed for at least one (1) year, and have worked at least 1,250 hours over the previous twelve (12) months of employment are eligible.

1. Purpose of Leave

Unpaid leave may be granted for any of the following reasons:

- a. To care for the employee's child after birth or placement for adoption or foster care;
- b. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.

2. Notice and Duration

- a. Advance Notice: When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When the need for leave is not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the City's operations.

Failure to provide appropriate notice may result in the denial of leave.

- b. Family Leave Period: Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously. If both parents are employed by the City, they may take a combined total of twelve (12) weeks of leave, not twenty-four (24) weeks.
- c. Intermittent Leave: When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent basis or by arranging a reduced work schedule. An employee may be required to transfer temporarily to a position that can better accommodate an intermittent or reduced hours leave. All time taken will count toward the employee's twelve (12) week annual entitlement for family and medical leave.
- d. Notice Upon Return From Leave: If an employee returns from any period of absence which has not been designated as FMLA leave, and the employee wishes to have the leave counted as FMLA leave, the employee must notify the Director of City Services within two business days of returning to work that the leave was for FMLA reasons. Failure to provide the necessary notice will prevent any subsequent assertion of FMLA protection for that absence.

3. Medical Certification

- a. Medical certification is required to support a request for a leave because of a serious health condition. A second or third opinion (at the City's expense) may also be required. When leave is required for a serious health condition, employees should provide the medical certification as soon as possible, but not later than fifteen (15) calendar days from the date the request for leave is made.

- b. The medical certification must include the first anticipated date of absence from service, a diagnosis, a brief statement describing treatment, and the expected date of return.

For medical leave for the employee's own serious medical condition, the certification must also include a statement that the employee is unable to perform the essential functions of the employee's position.

The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include the dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

Any medical certification form that is returned without all of the required information will not be accepted.

- c. Employees will be required, unless the City waives the requirement, to recertify the need for the leave at least every thirty (30) days. Employees on leave must call in and report to the City Services Director on a periodic basis (at least every two (2) weeks) with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.
- d. Fitness To Return To Work: Upon return to work from a leave due to an employee's serious health condition, the employee will be required to provide medical certification of their fitness for duty.

4. Wages and Benefits

- a. Leave will be unpaid except as covered by any accrued vacation, sick leave, paid time off, disability or workers compensation benefits, if applicable.
- b. For up to twelve (12) weeks the City will maintain the employee's health coverage under any group health plan. Any employee contributions to the health plan must be maintained during the leave to maintain coverage.

If the employee fails to make such contributions, the City may elect either to cancel health plan coverage (after 30 days) or to pay for the coverage and to obtain reimbursement by payroll deduction when the employee returns to work. The employee will be given notice of potential cancellation.

- c. Any other benefit coverage which the employee wishes to maintain during FMLA leave is the responsibility of the employee. The employee shall either make arrangements for payments during the leave, or shall reimburse the City by payroll deduction at the conclusion of the leave.
- d. Employees who fail to return from a leave will be obligated to reimburse the City for the cost of City-paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave, or other circumstances beyond the employee's control.

5. Coordination with Other Forms of Leave and Paid Time Off

FMLA leave is coordinated with other existing forms of leave and paid time off as follows:

- a. Work-related serious medical condition. When FMLA leave is used for the employee's serious health condition which is

covered by the Workers' Disability Compensation Act, the provisions of that Act will apply.

- b. Other serious medical condition of employee. When FMLA leave is used for a serious medical condition of the employee, the employee is required to use up sick leave, vacation leave and personal leave, in that order.
- c. Serious medical condition of child, spouse or parent. When FMLA leave is used to care for a family member with a serious medical condition, the employee must use sick leave, vacation leave and paid personal leave, in that order.
- d. Birth, adoption, foster care of a child. When FMLA leave is taken for purposes of child care, the employee is required to use up vacation leave and paid personal leave in that order.
- e. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance. For example, whenever workers' compensation leave, a disability leave, or any other sick leave is due to a serious medical condition, all time off will be charged against the employee's FMLA allowance. Likewise, if an employee takes vacation or uses other paid time off for any purposes covered by FMLA, all time taken will be charged against the employee's FMLA allowance. This subparagraph applies even when the employee makes no reference to FMLA at the time the employee requests or takes time off.

6. Return to Work

- a. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of the leave.

- b. Periods of unpaid leave will not be treated as credited service for purposes of benefit accrual, vesting or eligibility to participate in a benefit plan.
- c. An employee who is off work because of his or her own serious health condition must provide a fitness for duty certificate verifying that he or she is able to perform the essential functions of his or her job. Failure to provide that certificate will result in the delay of the restoration of the employee's job and may result in the denial of the restoration of that employee's job.

7. Eligibility Year

The amount of FMLA leave available to an employee will be based on the 12-month period immediately preceding the date the employee uses any FMLA leave. The available leave will be the balance of the 12-week allowance which has not been used during the preceding 12 months.

8. Termination of FMLA Leave

An employee's FMLA leave and accompanying benefits will cease under the following circumstances:

- a. The employment relationship would have terminated if the employee had not taken FMLA leave;
 - b. The employee informs the City of his or her intent not to return from leave; or
 - c. The employee fails to return from leave or continues on leave after exhausting his or her FMLA leave entitlement.
9. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

SICK LEAVE

Section 10.1. Sick Leave.

Employees shall earn and be granted sick leave as follows:

- (a) No sick leave with pay will be granted to an employee during the first six (6) months of employment unless such pay shall have first been authorized by the City Manager.
- (b) After completion of the six (6) months' probationary period, each full-time employee shall be credited with forty-eight (48) hours of sick leave and will thereafter accumulate sick leave pay at the rate of eight (8) hours for each full month of employment. After completion of the six (6) month probationary period, each part-time employee shall be credited with twenty-four (24) hours of sick leave and will thereafter accumulate sick leave with pay at the rate of four (4) hours for each full month of employment. Employees on unpaid leave (i.e. workers' compensation, FMLA, illness, personal and sick) for a period of two (2) weeks or more shall not continue to accumulate sick leave benefits.
- (c) When an employee is off work due to his or her own illness or the illness of his or her spouse or minor child, the employee shall receive sick leave pay for the time actually taken off, and his or her sick leave account shall be charged for the time actually taken off rounded up to the next half-hour (e.g., an employee who is off for 1 hour and 14 minutes will have his or her sick leave pay account reduced by one and one-half (1 1/2) hours. When an employee's spouse or minor child is required to be absent when required to keep a doctor or dentist appointment, sick leave usage can be charged for a maximum of two (2) hours per appointment.
- (d) Unused paid sick leave days shall accumulate from year to year to a maximum of 1920 hours.
- (e) Sick leave pay may be denied for personal injury incurred in the employee's supplemental employment.

- (f) Substantiation of illness may be required by the department head or , City Manager at any time.
- (g) Records pertaining to administration of sick leave shall be maintained in each department and made available to the employee or City Manager upon request.
- (h) In the event of the death or retirement of an employee, payment for unused and accumulated sick leave up to a maximum of eight hundred (800) hours will be paid at the rate of \$1.00 per eight (8) hours of accumulated sick leave, times the actual continuous years of employment with the City. For purposes of this Section, an employee will not be considered to have retired unless, within six (6) months of his or her last day of employment with the City, he or she is fully qualified for an unreduced service retirement.

Employee with 12 years of continuous employment and 1360 hours of accumulated sick leave dies or retires; the City pays: \$1.00 per eight hours (800 hours) = \$100.00 x 12 years = \$1200.00.

- (i) Management agrees to make every effort to have personnel available in the office fifteen (15) minutes before commencement of the work shift. An employee who is sick will be expected to exercise every possible effort to notify the office during this period of time. In no case shall notification be made later than fifteen (15) minutes after the start of the work shift.
- (j) An employee who has exhausted his accumulated sick leave, may convert any accumulated and earned vacation time not taken to sick leave.

EMERGENCY - FUNERAL LEAVE

Section 11.1. Emergency - Funeral Leave.

Emergency leave shall be granted to a maximum of six (6) days by specific approval of the department head for a death or serious illness in the employee's immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, spouse, son or daughter, step-children, mother-in-

law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Any employee selected to be a pallbearer for a deceased employee will be allowed one leave day with pay under this provision; one-half (1/2) day leave with pay for other than deceased employee. The Local President, or his representative, shall be allowed one leave day with pay in the event of the death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral, also under this Emergency - Funeral Leave provision.

INJURY LEAVE

Section 12.1. Injury Leave.

- (a) The City agrees to provide Worker's Compensation Insurance for its employees as provided by laws of the State of Michigan.
- (b) For a service-connected disability compensable under the provisions of the Worker's Compensation Act, the City agrees to pay the injured employee at the full rate of pay provided for the position for a minimum period of ninety (90) days. Such period may be further extended by the City Commission.
- (c) During the period of full wage payment by the City, whatever its duration, compensation payments made to the employee by the insurance carrier shall immediately be remitted by the employee to the City Treasurer.
- (d) Upon expiration of the period of full wage payment by the City under the injury leave policy, the employee shall have the option of using accumulated sick leave and/or vacation benefits.

Upon expiration of all payments by the City in supplementation of compensation benefits, the employee shall be continued on leave of absence without pay until such time as it may be determined by the City Manager that the employee will not be able to return to his or her former work, or to any other position for which the individual may be qualified, within a reasonable period of time; at which time the employment of the individual shall be officially terminated.

- (e) The City Manager shall have the right to require the use of the employee of the services of a doctor specified by the City Manager as a condition of the operation of any element of the City's injury leave benefit as described above.

VACATIONS

Section 13.1. Vacation.

- (a) Vacation is herein defined as absence from scheduled duty during the specified number of calendar days or weeks (not work days).
- (b) Employees shall be eligible for a vacation following completion of the first full year of employment unless the City Manager shall specifically authorize an advance of vacation time upon recommendation of the department head. The following vacation schedule will apply:

<u>Service</u>	<u>Vacation Leave</u>	<u>Vacation Pay</u>
1-10 yrs.	2 weeks	80 hours
10-15 yrs.	3 weeks	120 hours
15-20 yrs.	4 weeks	160 hours
20 years and over	1 additional day (8 hrs) for each year of service.	1 additional day (8 hours) for each year of service.*

*The maximum benefit shall be twenty-five (25) days.

- (c) Partial vacations accumulated during the first year of employment shall be determined on the basis of the portion of a year falling between the time of employment and the commencement of the next fiscal year.
- (d) Effective July 1, 1996, vacation time shall be credited in hours and portions of hours each pay period with a maximum accumulation allowed of twice the employee's total annual vacation.
- (e) Employees shall sign up for vacation in advance as determined by the department head. Priority in assignment of vacation periods shall be

based upon seniority within the department. Vacation requests shall be made by May 1 of each year. Assignment shall be made on the basis of seniority and posted by May 15th. Thereafter, once the vacation schedule has been resolved, requests shall be honored on the basis of first request. Up to three (3) members of the bargaining unit shall be allowed off on vacation at one time; except that if the bargaining unit reaches twenty (20) employees, four (4) will be allowed off at one time. Employees who have four (4) or more weeks' accumulation shall be required to take at least one (1) week between the months of November and April (inclusive).

- (f) An employee shall be paid all unused vacation including that which he has accrued upon severance of employment with the City.
- (g) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation, provided the employee will not be paid for time not earned.
- (h) Regular part-time employees covered by this Agreement shall receive vacation on a prorated basis.

HOLIDAYS

Section 14.1. Holidays.

- (a) Paid holidays shall be granted to each employee in the bargaining unit on the following days: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving Day; one day the day before Christmas Day or the day before New Year's Day; Christmas Day and sixteen (16) hours of personal time.
- (b) An employee shall be entitled to the sixteen (16) hours of personal time provided the time is scheduled with the immediate supervisor. The employee shall be granted the time provided the supervisor is given at least one (1) day's advance notice.
- (c) To be eligible for holiday pay credits, an employee shall have worked his scheduled workday immediately preceding and immediately following

any general paid holiday.

- (d) For any holidays falling on Saturday, the preceding Friday shall be observed as the holiday. For any holiday falling on Sunday, the following Monday shall be observed. Holidays falling within the assigned vacation periods will result in one day's extension of the vacation period.
- (e) If an employee is required to work on any of the above-named holidays, he shall be paid one and one-half (1-1/2) times his regular hourly rate of pay for all hours worked in addition to holiday pay.

HOURS OF WORK

Section 15.1. Hours of Work.

- (a) The normal hours of work shall be forty (40) hours per week. The normal workday shall be eight (8) hours per day, from 7:00 a.m. to 3:30 p.m. for the day shift. The normal day shift shall have one-half (1/2) hour off for lunch not included in the normal work day, Monday through Friday. The normal night shift shall begin between 10:00 p.m. and 1:00 a.m. The Employer reserves the right to change night shift hours, and including staggering starting and quitting times, to accommodate work schedules. Any change in the normal workday or workweek shall be subject to good faith negotiations. This section shall not constitute a guarantee of hours per day or per week, nor shall it guarantee the existence of a night shift.
- (b) The Employer agrees to provide five (5) days' advance notice when the normal shift hours are changed.
- (c) The normal hours of work for the night shift shall be eight (8) hours. Employees assigned to the valve turning and water main flushing duties shall not be scheduled for a non-paid one-half hour break for lunch or a paid fifteen minute rest period, but shall eat their lunch while on the job and clock.
- (d) Night shift premium shall be paid at a rate of seven (7%) percent above the regular hourly rate for all hours regularly scheduled and

worked for shifts starting between 9:00 p.m. and 6:59 a.m..

Section 15.2. Rest Period.

All employees shall be permitted one paid rest period, not to exceed fifteen (15) minutes in duration, during each one-half (1/2) of the established daily work schedule unless operations within the department are determined by the Director of City Services to be under emergency conditions. This provision shall not apply to employees assigned to the valve turning and water main flushing duties as noted in Section 15.1 (c).

Section 15.3. Response Time.

Employees shall not be required to live within East Grand Rapids. They are required to live within a 30-minute "emergency response time" boundary.

Section 15.4. Overtime.

- (a) All full-time employees in classifications designated as being represented by the named Union are eligible for the payment for overtime work.
- (b) Overtime is defined as required duty at the call of the department head or authorized representative beyond the normally scheduled workday and/or workweek.
- (c) Overtime work must be authorized in advance by the City Service Director or the Streets and Utilities Superintendent before payment can be made. When an employee is required to work overtime, he shall be paid at the rate of one and one-half (1-1/2) times the hourly rate in effect for the individual employee at the time of the overtime work that is required outside the normal workday or workweek.
- (d) In the event an employee is called back to work at a time other than the scheduled work shift, he shall be credited with a minimum of three (3) hours at the rate of one and one-half (1-1/2) times his hourly rate, unless such time shall be continuous with his scheduled work, in which case he shall be paid at his overtime rate.

- (e) Meal Allowance. In the event an employee is required to work twelve (12) or more continuous hours, the City will reimburse the employee a reasonable amount for one meal not to exceed \$10.00 (\$10.50 effective 7/1/96 and \$11.00 effective 7/1/97), provided a receipt is furnished.

Section 15.5. Call-Back Rotation Lists/Salt List.

Each week three employees, at least one of whom shall be an Equipment Operator III, shall be assigned to carry pagers while off duty so they can be contacted if the City needs to call them into work. Pagers will be assigned first to those who have volunteered by placing their names on the calendar posted for that purpose one week in advance. If there are not enough volunteers, the pager assignments shall be made from among the qualified employees on the back-up team list that has been scheduled for that purpose, for that week. The Union will provide the composition of the teams for the list. When less than three people volunteer, those chosen will be those on the list who have carried the pager least recently, with such records to be kept by the Union. All employees will be assigned to three person back-up teams, with at least one Equipment Operator III on each team, and then the teams will be assigned on a rotating basis to be the back-up in sequential weeks.

If it is necessary to call in more employees than the three who have the pagers, the City may call in any qualified employees. Last minute pager assignment openings resulting from sickness or other absences shall first be given to qualified volunteers in seniority order and then, if there are not enough volunteers, the assignment shall be given to qualified employees in reverse order of seniority. Such assignments resulting from last minute openings shall be for the duration of the absence causing the opening after which the originally scheduled person shall be assigned the pager.

After the volunteer list is completed at 3:30 p.m. Friday prior to the week the pagers will be carried, employees who volunteer for pager assignment may not withdraw their willingness to carry the pager, without first securing another qualified volunteer. Each employee is responsible for avoiding schedule conflicts between scheduled time off, such as vacations, and the anticipated need for being available for pager assignment. Employees may trade pager assignments so long as the employee assuming the assignment is fully qualified.

When a holiday falls on a Monday, an employee who has carried the pager through the previous week shall remain on call until the next regular working day.

A call in list for purposes of spreading salt or plowing snow shall be maintained separately from a list of six volunteers rotated weekly. If there are not enough qualified available employees on the back up team list and volunteers for the salt list, the City may assign any employees, including supervisors, to plowing and salting duties.

If there is any problem regarding the administration of either the call-back rotation list or the salt list, either the City or the Union may call a special conference for the purpose of discussing and resolving the problem.

Section 15.6. Computation of Benefits.

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits referred to in this Agreement.

Section 15.7. Temporary Transfers.

The Employer reserves the right to temporarily transfer employees from one classification to another. If four (4) or more continuous hours are performed in a higher classification the employee shall receive the first rate of pay in the assigned classification which reflects an increase over the employee's current rate for all hours worked in the classification. In no case shall an employee's rate of pay be decreased as a result of a temporary transfer.

Section 15.8. Pager Pay.

An employee assigned pager duty will be compensated at the rate of ten dollars (\$10.00) per week (7 days); this amount shall be increased to \$30.00 effective with the first full week following the date of the Union's ratification of this Agreement in 1996.

INSURANCE

Section 16.1. Insurance - Hospitalization.

- (a) All full-time employees shall be entitled to the City's health care program which is provided to other city employees and which includes a \$5.00 co-pay prescription drug rider requiring the use of generic drugs when available unless the physician issues an as written prescription. Effective February 1, 1994, participating employees (including retirees) shall have a major medical deduction of \$200 per single, \$400 per double and \$600 per family.

- (b) Retiree's Medical Insurance. Effective as soon as the program can be implemented but not later than January 1, 1990, all eligible employees who retire under the City's retirement plan on or after November 1, 1989, shall be entitled to continue receiving the City's medical insurance paid for by the City under the following terms and conditions:
 - 1. In order to be eligible the employee shall have attained the age of 55 and the employee's age and years of continuous service with the City shall equal "80" on the date of his retirement.

 - 2. An employee shall lose his eligibility to receive this benefit upon:
 - a. Attaining the age of 65 years.
 - b. Becoming employed where medical benefits are provided by the new employer.
 - c. Modification, including termination, of this benefit through collective bargaining.

 - 3. Dependent coverage is limited to the current spouse of the employee and subject to such rules as may be established by the plan document.

Section 16.2. Life Insurance.

A group life insurance and accidental death and dismemberment program is available to all City employees in an amount equal to the employee's annual salary rounded off to the next higher \$1,000. The full cost of term insurance

shall be paid by the City.

At the time of the retirement of the employee, life insurance coverage paid by the City shall be reduced to the sum of \$2,000. Life insurance may be self-insured by the City under terms contained in the current insurance policy. Life insurance may be self-insured by the City.

Section 16.3. Insurance Benefits.

All insurance benefits will commence after the employee has completed thirty (30) days of full-time employment. All insurance benefits will cease upon the day of termination of employment or thirty (30) days following the date of layoff or commencement of a non-paid leave of absence.

Section 16.4. Dental Insurance.

The City shall provide a dental program for full-time employees and their dependents. The program shall provide 100% with \$25.00 deductible per person, maximum three per covered family, under Class I benefits; 80/20 payment on Class II benefits and 50/50 payment on Class III benefits, with a \$1,500.00 maximum benefit per year per person under Classes I, II and III. Orthodontics shall be subject to the 50/50 program and a \$1,000 maximum benefit.

Section 16.5. City-Flex Program.

Effective as soon as is practicable after the execution of this Agreement in 1996, the City shall place into effect its CITY FLEX flexible benefits program which provides each employee with options regarding the City-provided insurance benefits and adds long-term disability insurance. Employees in the bargaining unit as of the date of execution of this Agreement will have the option of selecting the medical plan option, "Plan A", which continues the medical coverage in effect prior to such execution date. Appendix C, attached, provides a summary of the various benefits and options available in the CITY FLEX Benefit Program.

PENSION PLAN

Section 17.1. Pensions.

It is understood by all parties that all City employees are members of the

Michigan Municipal Employees' Retirement System (MMERS) and that all employees eligible for Social Security benefits are covered under the MMERS B-2 Plan. The plan includes the waiver of the "F55" plan. Each employee shall contribute a total of five percent (5%) toward the pension plan; effective July 1, 1997, this employee pension contribution shall be reduced to four percent (4%).

WAGES

Section 18.1. Salaries and Wages.

Each member of the bargaining unit shall receive the wage rate per classification pursuant to and in accordance with seniority as defined by Section 8.1.

The Employer reserves the right to establish, modify or eliminate classifications and work content for each classification, provided however, that the Union shall have the right to negotiate the rate of pay for a new classification established in the bargaining unit pursuant to Section 19.10. A dispute concerning whether a change in job content is so substantial to create a new classification shall be subject to the grievance procedure.

Job descriptions are memoranda prepared by the City in which basic data of a classification of work is listed and generalized. The City reserves the absolute and sole right to discontinue, change, delete, alter or modify any part of or all of any job description. For informational purposes only, the City shall furnish a copy of any job description for a classification within the bargaining unit to the Union upon request.

MISCELLANEOUS

Section 19.1. Uniform Allowance.

Management agrees to provide and maintain uniform and prescribed safety equipment for all personnel (except those who are office based) which shall be specified in detail, both as to the type and quantity by the department head with the approval of the City Manager. The uniform shall include seven (7) complete uniforms including three (3) short sleeve shirts and four (4) long sleeve shirts. Female employees may choose from long pants or culottes and from blouses or shirts. Employees in the mechanic classification shall receive eleven (11) complete sets of uniforms.

It is mutually agreed that uniforms will be provided throughout all seasons of the year. The right shall be reserved to the department head and to the City Manager to limit maintenance and replacement expenditures by the City should the employee not exercise reasonable care of uniform, safety and protective equipment items furnished. Coverall uniform changes shall be limited to two (2) per week. The City agrees to provide insulated coveralls to employees provided employees furnish their own laundry service. The City agrees to provide safety work shoes (including comfortable shoes for female employees) and one (1) pair of winter boots, the specifications for which shall agree with appropriate State and Federal regulations and, further, providing that reasonable care is afforded by the employee. Shoes provided by the City will be worn at all times while on the job. Shoes lost by the employee will be replaced at the employee's expense. The winter boots shall be replaced as needed but subject to reasonable rules for preservation and care as the City shall adopt. Part-time employees covered by this Agreement shall receive uniforms as specified in this Section; limited, however, to three (3) changes per week.

Section 19.2. Health and Safety.

The City and the Union subscribe to the principle of good health and safety conditions. The Union will cooperate fully in all safety matters. Where the City shall deem necessary, it shall provide for protective devices, subject to such rules for the purchase, preservation and care of such equipment as the City shall determine. Employees shall utilize all safety equipment as directed by the Employer.

A safety committee of employee and Employer representatives is hereby established. The committee shall include at least one officer of the Local and one Employer representative. The committee shall meet monthly or at the request of either party. The Safety Committee will prepare an agenda and keep minutes of each meeting. The Safety Committee will review and discuss individual safety concerns, review accidents involving department employees, make recommendations involving safety procedures and possible hazards. Employee representatives shall not lose time from their regular schedule while attending safety committee meetings.

Section 19.3. Bulletin Board.

The City will provide a bulletin board which may be used by the Union for posting all official notices of the Union.

Section 19.4. I.D. Badges.

The City agrees to provide I.D. Badges for appropriate personnel.

Section 19.5. Worker's Compensation.

Each employee will be covered by the applicable Worker's Compensation laws.

Section 19.6. Intent and Waiver.

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 19.7. Separability Clause.

Any part of this Agreement which shall conflict with applicable law, now or

in the future, shall be null and void, but only to the extent of the conflicts; all other parts shall be in full force and effect for the duration of this Agreement.

Section 19.8. No Discrimination.

There shall be no discrimination against any employee or employees by either the City or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex or religion. Alleged violations of this Section shall not be subject to the arbitration procedure provided herein.

Section 19.9. Pay Periods.

Paydays shall be on alternate Thursdays. Pay tendered on Thursday shall include the employee's basic bi-weekly wage plus overtime pay, if any, up to 7:00 a.m. of the preceding Monday.

Section 19.10. New Classifications.

If the City should establish a new classification during the term of this Agreement, the rate of pay for such classification shall be negotiated between the City and the Union.

Section 19.11. Temporary and Seasonal Employees and Community Service Workers.

Temporary or seasonal employees, and community service workers (CSWs), shall not be used during a layoff or cause the reduction in the regularly scheduled members of the bargaining unit; nor shall they be used to fill vacancies on a permanent basis or work overtime when regular employees are available.

The terms used in this Section shall be defined as follows:

- (a) Temporary Employees are non-bargaining unit employees who may be assigned to work a full or part-time schedule but whose employment is for a limited period of time.

(b) Seasonal Employees are non-bargaining unit employees who may be assigned to work a full or part-time schedule but whose employment is usually limited to a particular seasonal time of the year.

(c) Community Service Workers (CSWs) are those individuals who are at the direction of a court, assigned community service work, some of which may be performed within the City. CSWs are not employees of the City nor are they within the AFSCME collective bargaining unit.

Section 19.12. Work Experience.

As a matter of policy, the City agrees to provide regular bargaining unit employees with experience that will improve the employee's skills.

Section 19.13. Education Costs.

Costs of education and training required by the City shall be fully reimbursed by the City.

Section 19.14. Distribution of Agreement.

The City agrees to distribute copies of this Agreement to all employees in the bargaining unit and to provide a copy to all new employees entering the employ of the Employer.

Section 19.15. Medical Examinations.

The Employer reserves the right to require an employee to undertake a medical examination by a physician, psychiatrist or psychologist if the Employer has reasonable grounds for concern regarding an employee's physical or mental condition to perform the required work. The Employer shall pay the full cost of any required medical examinations, and the employee shall sign a written authorization for the Employer to receive a written report from the examiner. This section shall constitute such written authorization in case the employee fails to sign a separate written authorization. If the employee disagrees with the medical report, the employee may obtain an independent examination by a physician, psychiatrist or psychologist of his own choosing and he shall assume the full cost of such examination. If there is a disagreement between the two

medical reports, the parties shall select a third physician, psychiatrist or psychologist to conduct the medical examination to settle the dispute. The cost of the third examination shall be shared equally between the Employer and the Union. A copy of all medical reports shall be furnished to the Employer. All medical reports shall be kept confidential.

Section 19.16. License.

The City agrees, upon proper presentation of receipts, to reimburse employees for the cost of any driver's license required for employment above the normal operator's license.

Section 19.17. Gender and Titles.

Titles are for references only and are not a substantive part of this Agreement. References to the male gender shall equally apply to the female gender, and vice versa.

Section 19.18. Revoked Driver's License.

An employee who is required to operate a motor vehicle in the course of his employment, shall as a condition of continued employment, maintain a valid motor vehicle operator's license and any required endorsements. Revocation of an operator's license or any required endorsements shall result in the employee being placed on a leave of absence without pay, fringe benefits and accumulation of seniority, until such license and/or endorsements are restored, but such leave shall not exceed thirteen (13) months. If such license or endorsement is not restored within the thirteen month period, the employee shall be discharged and the Union agrees that such discharge is for just cause. At the Employer's sole discretion, and such discretion is not challengeable under the arbitration provisions of this agreement, the employee may be placed in a non-driving position if circumstances permit in lieu of the unpaid personal leave, but in any event, restoration of such license or endorsement must occur within the thirteen month period or the employee will be discharged.

1. Policy Statement

- A. The Union and the City both recognize a vital interest in maintaining a safe, healthful and efficient work place for employees. The unauthorized possession, use or abuse of any controlled substance or alcohol in the work place poses an unacceptable risk to the safe, healthful and efficient performance of our job responsibilities.

The City wishes to ensure a safe, healthful and efficient working environment for all its employees, and to protect the City's staff, citizens, reputation, property, equipment, operations and the motoring public from the effects of drugs and alcohol. Not only can the safe and/or abuse of drugs or alcohol jeopardize the health, safety and well-being of the individual user and all of our employees, it can also endanger the safety of the general public, jeopardize the safety of the highways and cause serious accidents and casualties.

With these basic objectives in mind, the City and the Union have agreed upon the following drug free work place policy (the "Policy") with regard to the unauthorized use of prohibited substances.

II. PURPOSES OF THE POLICY

This Policy is established to : (1) ensure a safe environment for employees and the public; (2) protect City and employee property; and (3) enhance operational security.

III. APPLICATION

- A. This Policy applies to all bargaining unit members.

B. Definitions

1. "Driver" means any employee who: (1) operates a commercial motor vehicle on public highways which has a gross vehicle weight rating of 26,001 or more pounds, or transports hazardous material in a quantity requiring placarding under federal law, or is designed to transport 16 or more passengers; and (2) is subject to the driver qualification requirements under federal law.
2. "Under the influence of alcohol" means having a breath alcohol concentration of 0.02 or higher.

3. "Reportable accident" means an accident involving (1) death, or (2) where the Driver received a citation for a moving traffic violation, and there is an injury requiring immediate medical treatment away from the scene of the accident, or towing of a vehicle away from the scene of the accident.
4. "Possession" of alcohol does not include possession of a substance which is manifested and transported as part of a shipment.
5. "Safety-sensitive functions" is defined as all tasks associated with operating, physically controlling, securing servicing, maintaining and/or attending to vehicles owned, leased or used by the City.

IV. WHEN THE POLICY APPLIES

The Policy shall apply to employees when they are on City time or on City premises. It also covers certain specified conduct that takes place outside of City time and off City premises. For the purposes of this Policy, City "premises" is defined as all property, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles, whether owned, leased, or used by the City. City "time" is defined as any period when an employee is on duty, is performing, expected to be performing, or is ready to perform driving duties or other safety-sensitive functions for the City, whether or not the employee is at his or her regularly assigned work location.

V. PROHIBITED CONDUCT

A. On City Time or Premises

1. Unauthorized use, consumption, possession, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance (as defined in Section VI).
2. Storing any prohibited substance in a locker, desk, office, automobile, or other repository, except otherwise lawful alcohol in sealed containers stored in the employee's personal vehicle.
3. Being under the influence of controlled substances (as determined by a positive drug test) or alcohol.
4. Refusing to submit to a search when requested by the City consistent

with the requirements of this Policy.

5. Failure to report to the City the use of a prescribed drug which may alter the employee's behavior or physical or mental ability.
6. Failure to keep prescribed medicine in its original container.
7. Failure to notify the City of any conviction under any criminal drug statute for a violation occurring on the City's premises within five days of the conviction.

B. Off City Time or Premises

1. Possession, use, consumption, manufacture, distribution, dispensation, solicitation or sale of a prohibited substance that adversely affects the employee's work performance, his own or others's safety at work, or impairs the City's or the Union's reputation in the community.
2. Use or consumption of alcohol within four (4) hours before reporting for duty.
3. Refusing to sign a consent form authorizing testing under this Policy and release of the results to the City. Failing to submit a urine, breath or other sample for testing without legitimate medical explanation when requested by the City, consistent with the requirements of this Policy.
4. A Driver's use or consumption of alcohol within eight (8) hours following a reportable accident, or until alcohol testing is completed.
5. Substituting or adulterating any body substance or specimen submitted for testing under this Policy, or falsely representing that the body substance or specimen is the employee's own sample.

6. Failing to adhere to the requirements of any drug or alcohol treatment or rehabilitation program in which the employee is enrolled that has been required by the Substance Abuse Professional (SAP).
7. Failure to notify the City of any arrest or conviction under any criminal drug statute within five days of the arrest or conviction.

I. PROHIBITED SUBSTANCES

1. Illegal drugs and other controlled substances which have the effect of altering the physical and/or mental abilities of the employee, including any substance the possession, sale, distribution, or use of which is unlawful pursuant to federal, state or local laws or regulations.
2. Alcohol, which is defined as alcoholic beverages and any beverage, mixture or preparation, including any medication, containing alcohol.
3. Prescription drugs which are known to or may impair a person's work performance, or which have not been legally obtained or are not being used for its intended purpose or in its prescribed manner or quantity--except as provided in Section VII.

VII. PRESCRIPTION DRUGS AND OTHER MEDICATIONS

- A. Employee Responsibility. An employee using a prescription drug or over-the-counter medication which is known to or may cause impairment, is responsible for being aware of any potential effect such drug may have on his/her judgment or ability to perform duties and for reporting such use to his/her supervisor prior to beginning work.

An employee may be disqualified from driving or performing safety-sensitive duties while using such a medication until the City is provided with a copy of the prescription, the name of the physician prescribing the medication and a statement from the physician describing the effects of the medication and indicating that the medication will not affect the Driver's ability to safely operate a motor vehicle or otherwise perform the safety-sensitive duties without creating a risk of harm to himself, others or City property.

If an employee fails to comply with the prescription restrictions stated in this section, neither a physician's prescription nor other medical reason will be an acceptable excuse. A violation of this section may be treated as any other violation under this Policy.

B. Employee Affirmative Duties

1. An employee shall inform his/her supervisor prior to using any prescription or over-the-counter medication that has the potential to impair performance on the job.
2. Each prescription drug container shall be in the employee's name and shall be used only as directed by the employee's physician.
3. An employee is responsible for informing his/her supervisor about any other substance which inhibits his/her ability to competently or safely perform his/her job.

VIII. IMPLEMENTATION AND ENFORCEMENT OF POLICY

A. Testing. Employees are subject to testing for prohibited substances. Testing will be administered to detect levels of alcohol and, at a minimum, the following controlled substances and/or their metabolites: marijuana, cocaine, opiates, phencyclidine, and amphetamines.

1. Drug testing will utilize urine specimens via the split sample method except when circumstances require (and federal regulations do not prohibit) testing of other body substances.

All confirmed positive drug test results will be reviewed by a Medical Review Officer ("MRO"). In the event of a confirmed positive drug test result, the MRO shall make reasonable attempts to contact the employee, who shall be given an opportunity to discuss the results with the MRO. Within 72 hours of notification by the MRO, the employee may request that his/her sample be tested by an independent certified laboratory. The employee shall be responsible for making arrangements and paying for the retest.

2. Alcohol testing will utilize breath specimens analyzed by an evidential breath testing device (EBT) except when circumstances require (and federal regulations do not prohibit) testing by other means, such as saliva or blood testing.
 3. All tests conducted in accordance with Section B, paragraphs 1, 2, 3 and 4 (but not 5) shall be paid for by the City.
 4. All testing procedures and standards shall be in accordance with the federal regulations.
- B. Testing will occur under the following circumstances:
1. Pre-employment/Pre-Duty: Drug testing is required before a prospective or current employee can be placed into a position which including driving or performing other safety-sensitive functions. Prior to testing, individuals will be notified of the required drug test, instructions to follow, and an explanation of the collection procedures. Individuals will be required to:
 - a. take and pass a drug test, which means a negative drug test result;
 - b. sign a form authorizing the City to obtain all positive drug test results, alcohol test results of 0.04 or higher, and refusals to be tested from each employer for whom the applicant performed driving or other safety-sensitive functions within the previous two years. A prior positive drug test result, alcohol test of 0.04 or higher or refusal to test may disqualify the applicant from further consideration for the position; and
 2. Reasonable Suspicion: Reasonable suspicion for drug/alcohol tests exists when an employee's appearance, behavior, speech, breath or body odors indicate the use or effects of alcohol or drugs or the employee is involved in an incident which suggests impairment from alcohol or drugs and which results in personal injury or property damage.

If an employee who is selected for reasonable suspicion testing does not require immediate medical attention, the City will provide

transportation to a specimen collection site. If necessary, the City will also attempt to make arrangements for suitable transportation to the employee's home following testing.

An employee who is required to take a reasonable suspicion test is considered unqualified to work and will be placed on immediate unpaid suspension, pending the results of their test(s). [If the test results are negative and if the tested employee has fully cooperated with the testing, the employee will suffer no loss of pay or benefits as a result of the testing.]

3. Post-Accident: An employee must submit to a post-accident drug and/or alcohol test as soon as possible after a reportable accident. Such an employee must contact his/her immediate supervisor or other City official immediately following the accident and remain readily available for testing. Failure to do either will be considered a refusal to submit to testing unless the delay results from a need to arrange for medical attention or to obtain assistance in responding to the accident.

An employee will be administered a drug and/or alcohol test as soon as practicable following a reportable accident. However, an alcohol test may be administered any time within 8 hours, and a drug test within 32 hours, following the accident.

An employee who submits to drug and/or alcohol test at the direction of a law enforcement officer must contact their supervisor (or other City official) immediately and provide the City with the name, badge number and telephone number of the officer who conducted the testing, if such information is available.

An employee who is required to submit to a post-accident drug and/or alcohol test may, at the City's sole discretion, be assigned to non-safety-sensitive duties or placed on unpaid suspension while awaiting test results. Such suspension shall be paid if the test is negative.

4. Random: The City is required by DOT and FHWA rules to test employees subject to this policy at random and without prior notice. The City will administer random tests at an annual rate of up to 50% (controlled substances) and 25% (alcohol) of employees. Each employee will have an equal chance of being selected for testing during each selection period, and may be selected more than one time per year. Therefore, employees are subject to random testing at any time throughout the year. When an employee selected for random testing is notified, he/she must immediately report to the specimen collection site.

 5. Return-to-duty and Follow-up: As described in Section VIII C, any employee who violates this Policy may be subject to discipline, up to and including discharge. However, at the City's sole discretion, any covered employee with a confirmed drug test result, alcohol test result of 0.04 or higher, or a refusal to submit to testing may be returned to driving or other safety-sensitive functions provided that he/she first be evaluated by a substance abuse professional (SAP) who will determine what assistance, if any, the employee needs in resolving problems associated with substance abuse. The employee will be further evaluated to determine compliance with any rehabilitation program prescribed by the SAP. The employee must also undergo and pass a return-to-duty test for alcohol and/or drugs and be subject to a minimum of 6 unannounced follow-up drug and/or alcohol tests over the 12 months following return-to-duty (the SAP can require additional testing for up to 60 months). [The employee may also be subject to a Last Chance Agreement, as described in Section X.] All costs for the services of the substance abuse professional, required rehabilitation programs, and required follow-up tests, to the extent such costs are not covered by the employee's insurance, shall be paid by the employee.
- C. Consequences of Engaging in Prohibited Conduct.

In addition to any penalties imposed by DOT/FHWA, the City reserves the right to impose disciplinary action, up to and including discharge. Should the City, in its sole discretion, elect not to discharge an employee for violation of this Policy, at a minimum, the following provisions will apply:

1. Alcohol Concentration of 0.02-0.039. If an employee has a breath alcohol concentration of 0.02 or greater but less than 0.04, he/she will not be permitted to operate a City motor vehicle or perform any safety-sensitive function until the start of the employee's next regular shift, but in any event, not less than 24 hours.
2. Alcohol Concentration of 0.04 or Greater. If an employee has an alcohol concentration of 0.04 or greater, the employee will immediately be removed from driving or performing other safety-sensitive functions. At the City's sole discretion, the employee may then be subject to the Return-to-Duty and Follow-up testing provisions.
3. Positive Drug Test. If an employee has a confirmed positive drug test result, he/she will be immediately suspended without pay. At the City's discretion, the employee may then be subject to the Return-to-Duty and Follow-Up testing provisions.
4. Refusal/Failure to Submit to Testing. A refusal to submit to a drug and/or alcohol test, failure to provide adequate sample without legitimate medical explanation, or engaging in conduct that otherwise obstructs the testing process (including substitution or adulteration of samples) is considered equivalent to a positive drug test result and/or alcohol test result of 0.04 or greater, and carries the attendant consequences of each.

IX. INVESTIGATION

- A. Searches. An employee's personal property will not be subject to a search unless there is reasonable suspicion to believe the employee is in possession of prohibited substances while on City time or premises, unless otherwise required by law or regulation. The City reserves the right to inspect the contents of any City property being used by the employee at any time.

B. Employee Privacy. Testing and searches will be conducted with due regard for the personal privacy of each employee.

C. Refusal. No employee search will be conducted without the employee's consent. However, an employee who refuses to submit to a search may be subject to disciplinary action up to and including discharge.

X. LAST CHANCE AGREEMENT - Sample

Date

Mr. John Smith
123 Main St.
Any Town, MI 12345

Dear Mr. Smith:

In lieu of your discharge for a positive (drug/alcohol) test on date, the company has agreed to continue your employment under the following conditions:

- I. You agree to receive counseling through the Employee Assistance Center (EAC), (Suite 150, Waters Circle, 1241 E. Beltline, NE, Grand Rapids, Michigan 49505, or 426 Century Lane, Holland, Michigan). You also agree to sign a release at the EAC authorizing them to report to the company your attendance and follow through with treatment recommendations.
- II. Your probationary period, during which time you may be subject to drug/alcohol screens at the company's option, will be for eighteen (18) months or until date.
- III. The probationary period, specifically the company's right to request drug/alcohol screens as stated in Paragraph II, above, will be extended by any periods of absence from work in excess of five (5) working days.

Failure to comply with any of the above provisions or a second positive drug/alcohol screen will result in your immediate discharge without recourse.

The undersigned have read, understand, and agree to the conditions of employment as stated above.

John Smith Date _____

Manager's/Supervisor's Signature Date _____

Witness' or Union Official's Signature Date _____

Section 19.20. Health Care Account.

The Employer shall establish a Section 125 plan which will allow employees to deposit money into an account for health care payments to be sheltered from income tax.

DURATION OF AGREEMENT

Section 20.1. Termination.

This Agreement shall become effective on _____ and remain in full force and effect until midnight, June 30, 1998 and shall remain in full force and effect for additional periods of one (1) year, and so on from year to year thereafter; provided, however, that either party shall have the right to terminate or modify this Agreement upon written notice to the other party given, at least sixty (60) days prior to any anniversary date of this Agreement. Upon notice to terminate or modify, this Agreement shall terminate as of the expiration date unless otherwise mutually extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this ____ day of _____, 1996.

CITY SERVICES DEPARTMENT
EMPLOYEES CHAPTER of LOCAL NO. 1645
COUNCIL NO. 25
AMERICAN FEDERATION OF STATE,
COUNTY and MUNICIPAL EMPLOYEES
AFL-CIO

CITY OF EAST GRAND RAPIDS

Mayor

City Clerk (indicating approval
by the City Commission)

City Manager

Section 19.20. Health Care Account.

The Employer shall establish a Section 125 plan which will allow employees to deposit money into an account for health care payments to be sheltered from income tax.

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CITY SERVICES DEPARTMENT
EMPLOYEES CHAPTER of LOCAL NO. 1645
COUNCIL NO. 25
AMERICAN FEDERATION OF STATE,
COUNTY and MUNICIPAL EMPLOYEES
AFL-CIO

Patricia Phillips

Martin R. Kraes

Paul H. VanKlompenburg

Robert M. Hayes

CITY OF EAST GRAND RAPIDS

Stephen W. Udvar
Mayor

Karen K. Brower
City Clerk (indicating approval
by the City Commission)

Brian Donoh
City Manager

APPENDIX "A"

CLASSIFICATION AND WAGE SCHEDULE

The following rates shall be effective the first pay period on or after July 1, 1995.

<u>Classification</u>	<u>Start Salary</u>	<u>6 Months</u>		<u>1 Year</u>		<u>2 Years</u>		<u>3 Years</u>	
		<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>
Equipment Operator I	\$23,022	\$11.068	\$23,601	\$11.347	\$24,183	\$11.626	\$24,764	\$11.906	
Equipment Operator II	24,183	11.626	24,764	11.906	25,314	12.170	26,023	12.511	
Equipment Operator III	25,314	12.170	26,023	12.511	26,636	12.806	27,929	13.427	
Mechanic	27,380	13,163	27,929	13.427	28,606	13.753	29,381	14.125	\$30,188 \$14.513
Mechanic: Part-time		14.406							
Water Distribution Operator	27,380	13.163	27,929	13.427	28,606	13.753	29,381	14.125	30,188 14.513

1 The classification of Water Distribution Operator will be abolished when the existing water pumping station goes off line indefinitely at which time the incumbent in the position will become an Equipment Operator III, but will not receive a reduction in pay but will, instead, receive pay raises on each succeeding July 1 during the term of this Agreement of 2%.

APPENDIX "A"

CLASSIFICATION AND WAGE SCHEDULE

The following rates shall be effective the first pay period on or after July 1, 1996.

<u>Classification</u>	<u>Start</u>		<u>6 Months</u>		<u>1 Year</u>		<u>2 Years</u>		<u>3 Years</u>	
	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
Equipment Operator I	\$23,943	\$11.511	\$24,545	\$11.800	\$25,150	\$12.091	\$25,755	\$12.382	\$31,396	\$15.094
Equipment Operator II	25,150	12.091	25,755	12.382	26,327	12.657	27,064	13.012		
Equipment Operator III	26,327	12.657	27,064	13.012	27,701	13.318	29,046	13.964		
Mechanic	28,475	13.690	29,046	13.964	29,750	14.303	30,556	14.690	\$31,396	\$15.094
Mechanic: Part-time		14.982								
Water Distribution Operator	28,475	13.690	29,046	13.964	29,750	14.303	30,556	14.690	31,396	15.094

1 The classification of Water Distribution Operator will be abolished when the existing water pumping station goes off line indefinitely at which time the incumbent in the position will become an Equipment Operator III, but will not receive a reduction in pay but will, instead, receive pay raises on each succeeding July 1 during the term of this Agreement of 2%.

APPENDIX "A"

CLASSIFICATION AND WAGE SCHEDULE

The following rates shall be effective the first pay period on or after July 1, 1997.

<u>Classification</u>	<u>Start</u> <u>Salary</u>	<u>Hourly</u>	<u>6 Months</u>		<u>1 Year</u>		<u>2 Years</u>		<u>3 Years</u>	
			<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>	<u>Salary</u>	<u>Hourly</u>
Equipment Operator I	\$24,542	\$11.799	\$25,159	\$12.096	\$25,779	\$12.394	\$26,399	\$12.692		
Equipment Operator II	25,779	12.394	26,399	12.692	26,985	12.974	27,741	13.337		
Equipment Operator III	26,985	12.974	27,741	13.337	28,394	13.651	29,772	14.313		
Mechanic	29,187	14.032	29,772	14.313	30,494	14.661	31,320	15.058	\$32,181	\$15.472
Mechanic: Part-time		15.357								
Water Distribution Operator	29,187	14.032	29,772	14.313	30,494	14.661	31,320	15.058	32,181	15.472

1 The classification of Water Distribution Operator will be abolished when the existing water pumping station goes off line indefinitely at which time the incumbent in the position will become an Equipment Operator III, but will not receive a reduction in pay but will, instead, receive pay raises on each succeeding July 1 during the term of this Agreement of 2%.

APPENDIX B
CLASSIFICATION DESCRIPTIONS

EQUIPMENT OPERATOR I

Is an entry level position which performs essentially the same duties as an Equipment Operator II, including meter reading and related duties. After two (2) years of service, an employee will be advanced to the Equipment Operator II classification. The employee, upon advancement, will receive the next higher rate of pay above his/her own classification.

EQUIPMENT OPERATOR II

Operates dump or other trucks in picking up and delivering materials and supplies from place to place. Drives packer type truck on established route. Loads and unloads trucks, performs minor maintenance work and services vehicles with gas, oil and water; may operate light wheeled gasoline tractors; may operate trucks or road maintenance and construction work hauling cold patch, gravel and rocks; may operate snow plows.

EQUIPMENT OPERATOR III

Operates backhoe, loader and other heavy equipment such as sewer machine. Operates trucks, tractors, and salt trucks. Repairs street signs. Assists and leads in repair of water leaks. May act as crew leader. Performs water cross-connection inspections.

MECHANIC

Conducts general maintenance and repair of City vehicles. Maintains inventory truck parts. Maintains records on all vehicles.