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6/30/92

A G R E E M E N T

Between

CITY OF EAST GRAND RAPIDS

and

EAST GRAND RAPIDS PUBLIC SERVICE DEPARTMENT  
EMPLOYEES CHAPTER OF LOCAL NO. 1645

Affiliated With

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

*East Grand Rapids, City of*

Effective: July 1, 1989 - June 30, 1992

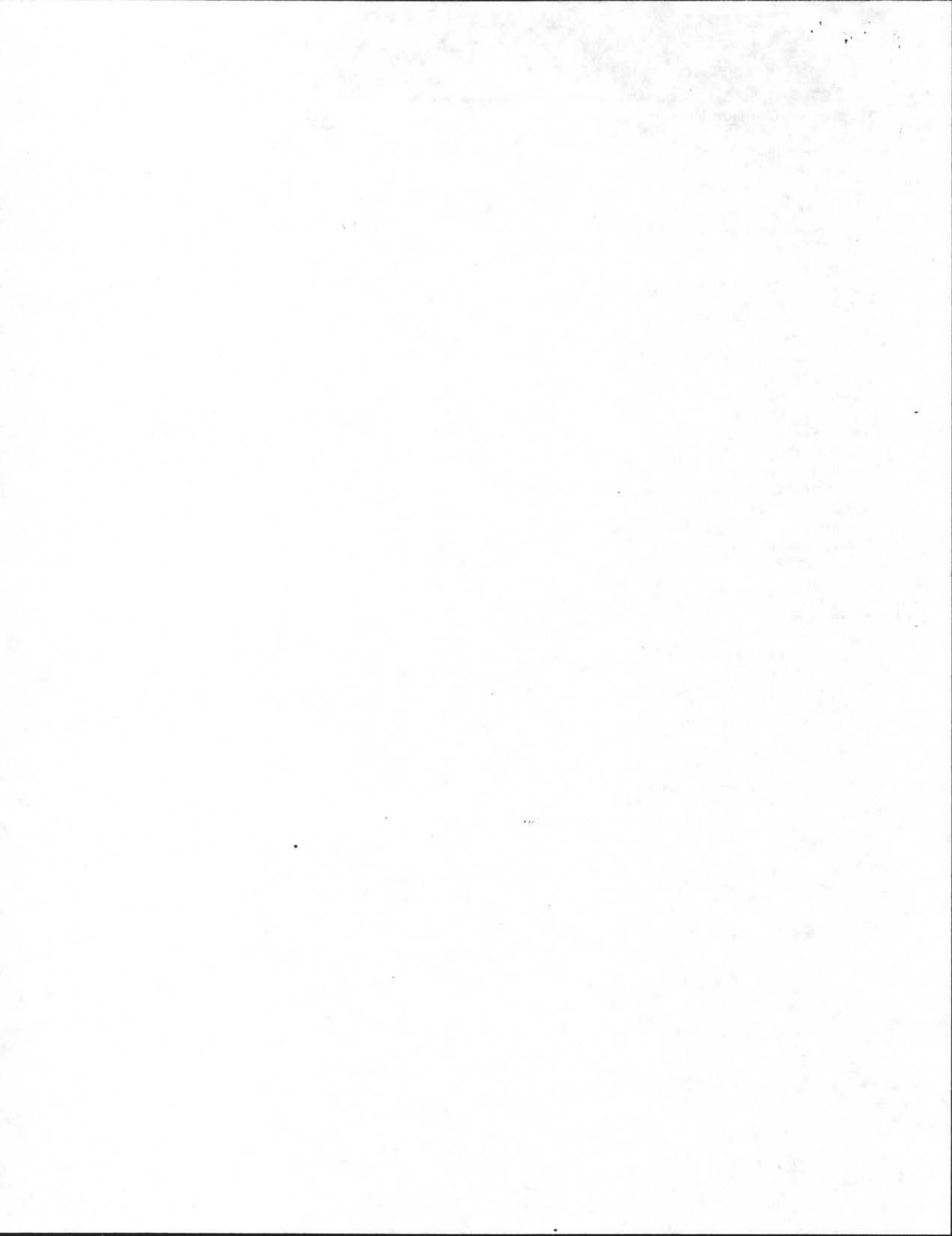
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# I N D E X

<u>Caption</u>	<u>Section</u>	<u>Page</u>
Agency Shop	2.1	1
Arbitration Request	5.5	4
Arbitrator's Powers	5.4	4
Bulletin Board	19.3	16
Checkoff	2.2	1
Computation of Benefits	15.6	13
Definition of Grievance	5.1	3
Dental Insurance	16.4	14
Discharge or Disciplinary Suspension	6.1	4
Distribution of Agreement	19.14	18
DURATION OF AGREEMENT		18
Education Costs	19.13	18
Emergency - Funeral Leave	11.1	9
Equalization of Overtime	15.5	13
Grievance Procedure	5.2	3
Health and Safety	19.2	16
Holidays	14.1	11
Hours of Work	15.1	12
I.D. Badges	19.4	16
Illness Leave	9.5	8
Injury Leave	12.1	10
Insurance Benefits	16.3	14
Insurance - Hospitalization	16.1	13
Intent and Waiver	19.6	16
Jury Duty	9.6	8
Layoff	8.7	6
License	19.16	18
Life Insurance	16.2	14
Longevity Pay	16.1	13
Loss of Seniority	8.4	6
Military Service	9.3	8
New Classifications	19.10	17
No Discrimination	19.8	17
No Strike - No Lockout	7.1	5
Non-Bargaining Unit Employees	8.5	6
Overtime	15.4	12



<u>Caption</u>	<u>Section</u>	<u>Page</u>
Pay Periods	19.9	17
Pensions	17.1	15
Permanent Transfers	8.9	7
Personal Leave	9.2	7
Physical Examinations	19.15	18
Probationary Period	8.2	5
Recall Procedure	8.8	7
Recognition	1.1	1
Report and Loss Time	3.2	2
Representation	3.1	2
Reserved Rights	4.1	2
Response Time	15.3	12
Rest Period	15.2	12
Salaries and Wages	18.1	15
Selection of Arbitrator	5.3	3
Seniority Accumulation	9.1	7
Seniority Definition	8.1	5
Seniority List	8.3	5
Seniority of Union Representatives	8.6	6
Separability Clause	19.7	17
Sick Leave	10.1	8
Temporary and Seasonal Employees	19.11	17
Termination	20.1	18
Time Computation	5.7	4
Time Limitations	5.6	4
Uniform Allowance	19.1	15
Union Leave	9.4	8
Vacation	13.1	10
Work Experience	19.12	18
Worker's Compensation	19.5	16



## A G R E E M E N T

THIS AGREEMENT, effective July 1, 1989, by and between the CITY OF EAST GRAND RAPIDS, hereinafter referred to as the "City", and the PUBLIC SERVICE 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 Public Service Department in the following described unit:

All full-time and regular part-time employees of the City of East Grand Rapids, Michigan, employed and working in the Public Service Department as equipment operators, mechanics, sewer and water inspectors, BUT EXCLUDING all temporary and seasonal employees, clerical employees, public works foremen, and public works superintendent and all other employees (as certified August 23, 1976, Case No. R76 C-146 by the Michigan Employment Relations Commission).

### 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 Chapter Chairman and two (2) stewards. The duties of the Chapter Chairman 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 Chapter Chairman 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 his department head 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 two (2) days of the City's answer in the verbal procedure. The grievance shall indicate the Section or Sections of this Agreement in dispute, the date of the verbal discussion, and shall be signed by the employee. The grievance shall be submitted to the department head who shall place his written answer on the grievance form and return it to the steward within two (2) days after receipt of the grievance.

Step 2. Any grievance which is not resolved in Step 1 of the written procedure may be submitted to the City Manager within three (3) days after receipt of the City's written disposition in Step 1. The Chapter Chairman and the City Manager shall discuss the grievance in an effort to settle the same. If the grievance is not satisfactorily resolved, the City Manager shall place his disposition thereon and return it to the Chapter Chairman 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.

### NO STRIKE - NO LOCKOUT

#### Section 7.1. No Strike - No Lockout.

The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, committeepersons, 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 lesser.

#### 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 Chapter Chairman 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 Chapter Chairman 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 Chapter Chairman 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.

## 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 six (6) days of sick leave and will thereafter accumulate sick leave pay at the rate of one working day for each full month of employment. After completion of the six (6) month probationary period, each part-time employee shall be credited with three (3) days of sick leave and will thereafter accumulate sick leave with pay at the rate of one-half ( $\frac{1}{2}$ ) working day for each full month of employment.

(c) When an employee becomes ill and must leave his work duty, he will not be charged sick leave time if he or she has completed five (5) hours or more of his workday. Should an employee appear for one hour but leave his work duty prior to completing five (5) hours of work time, he shall be charged one-half ( $\frac{1}{2}$ ) day's sick leave. When an employee is required to be absent less than two (2) hours in order to keep a doctor or dentist appointment, sick leave shall not be charged.

(d) Unused sick leave days shall accumulate from year to year to a maximum of 240 days.

(e) Sick leave 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 who has completed a minimum of ten (10) consecutive years of employment with the City, payment for unused and accumulated sick leave up to a maximum of one hundred (100) days will be paid at the rate of \$1.00 per day of accumulated sick leave times the actual continuous years of employment with the City. Example:

Employee with 12 years of continuous employment and 170 days of accumulated sick leave dies or retires; the City pays: \$1.00 per day (100 days) = \$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 ( $\frac{1}{2}$ ) day leave with pay for other than deceased employee. The Chapter Chairman, 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:



1 - 10 years	2 weeks
10 - 15 years	3 weeks
15 - 20 years	4 weeks
20 years and over	1 additional day for each year of service*

\*Effective July 1, 1990, 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) 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).

(e) An employee shall be paid all unused vacation including that which he has accrued upon severance of employment with the City.

(f) 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.

(g) 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 two (2) personal days.

(b) An employee shall be entitled to the two (2) personal days provided the day(s) is scheduled with the immediate supervisor. The employee shall be granted the day 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 ( $1\frac{1}{2}$ ) 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.

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., with one-half ( $\frac{1}{2}$ ) hour off for lunch not included in the normal workday, Monday through Friday. This section shall not constitute a guarantee of hours per day or per week. Any change in the normal workday or workweek shall be subject to good faith negotiations.

### Section 15.2. Rest Period.

Employees shall be permitted one rest period, not to exceed fifteen (15) minutes in duration, during each one-half ( $\frac{1}{2}$ ) of the established daily work schedule unless operations within the department are determined by the City Manager to be under emergency conditions.

### 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 department head and must be approved by the City Manager before payment is made. When an employee is required to work overtime, he shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) 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 ( $1\frac{1}{2}$ ) 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, provided a receipt is furnished.

Section 15.5. Equalization of Overtime.

Management will make every reasonable effort to see that overtime opportunity shall be divided as equally as possible among all qualified employees within their classification. An up-to-date list will be maintained on the department bulletin board. Whenever overtime is required, the employee with the least number of overtime hours shall be offered the assignment provided he is qualified for the particular job. Whenever possible, the lead man shall be required to call an employee in a lesser classification to assist in the particular job assignment providing the employee in the lesser classification is capable of performing the work to be required. If the employee refuses the overtime assignment, he shall be credited with the number of hours worked during the overtime period by the employee who was selected as his replacement.

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.

INSURANCE

Section 16.1. Insurance - Hospitalization.

Hospitalization and medical insurance shall be made available to all employees in the bargaining unit. The present plan is the medical reimbursement type of insurance. The City shall pay the monthly portion of the total premium up to the cost of family coverage.

When optional plans are available from an insurance carrier, provided there are no reductions in benefit coverage and upon petition by one or more of the employee representatives in the various bargaining units, an election among all regular full-time employees shall be held and any optional plan receiving a vote of two-thirds (2/3) by secret ballot of the employees on the payroll as of the date of the election shall be placed in effect at the earliest possible date, provided however, there shall be no loss of coverage.

(a) Cost Containment. All employees covered by the City's hospitalization and medical insurance program shall be required to follow the procedures contained in the cost containment program. The details of that program are contained in a memorandum distributed to employees, but briefly such program provides: precertification, second opinions on certain specified elective surgical procedures, out patient surgery and home health care program.

(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.

#### 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. Effective February 1, 1990, the City shall provide a dental program for employees and their dependents. The program shall provide 100% with \$25 deductible per person under Class I benefits, 80/20 payment on Class II benefits and 50/50 payment on Class III benefits, with a \$1,500 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.

## 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 Plan C-2. The plan includes the waiver of the "F55" plan. Each employee shall contribute a total of five and one-half percent (5½%) toward the pension plan. Effective January 1, 1990, the C-2 Plan shall be improved to the MMERS B-2 Plan, and the employee contribution shall be five percent (5%) of gross compensation.

## WAGES

### Section 18.1. Salaries and Wages.

(a) As of the effective date of this Agreement, the classification and wage schedule attached hereto shall reflect an increase of four percent (4%) effective the first pay period on or after July 1, 1989; three percent (3%) effective July 1, 1990; and three percent (3%) effective July 1, 1991. Retroactivity shall only be applicable for those employees actively employed on September 18, 1989.

(b) 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.

(c) In accordance with the classification descriptions attached hereto as Appendix B, after two (2) years of service, an Equipment Operator I will automatically become an Equipment Operator II and, upon advancement will receive the rate which is immediately higher than his current rate of pay. Equipment Operator I and Equipment Operator II will receive the higher rate of pay when operating specialized equipment (operated normally by Equipment Operator III) or when acting as a crew leader if four (4) or more continuous hours of work are performed on the specialized equipment.

(d) 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.

## 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.

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 upon request of either party. The party requesting the meeting shall present a proposed agenda, subject to approval by the other party. 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, through to 8:00 a.m. on 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.

Temporary or seasonal employees 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.

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. Physical Examinations. The City agrees, upon presentation of proper receipts, to reimburse employees above the age of 45 for examinations necessary for continued employment. The City will only reimburse reasonable costs and not more than once annually.

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.



DURATION OF AGREEMENT

Section 20.1. Termination.

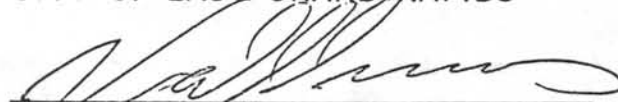

This Agreement shall become effective on July 1, 1989 and remain in full force and effect until midnight, June 30, 1992 and shall remain in full force and effect for additional periods of one (1) year, and so on from year to year thereafter; provided, however, that either party shall have the right to 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 18<sup>TH</sup> day of SEPTEMBER, 1989.

EAST GRAND RAPIDS PUBLIC  
SERVICE DEPARTMENT EMPLOYEES  
CHAPTER of LOCAL NO. 1645

  
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CITY OF EAST GRAND RAPIDS

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
City Manager



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Jim Stehouwer

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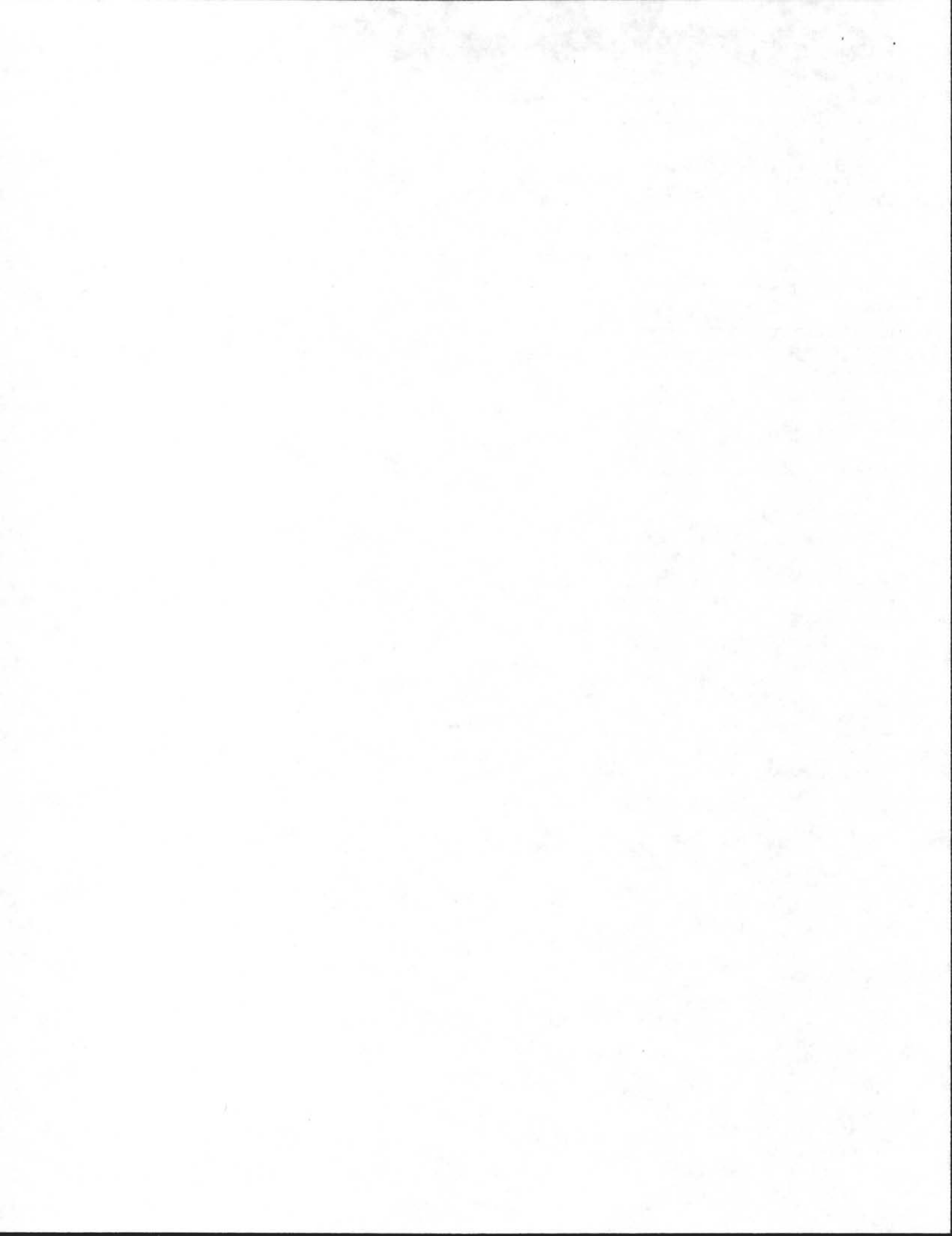
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Thomas H. Chase

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City Clerk

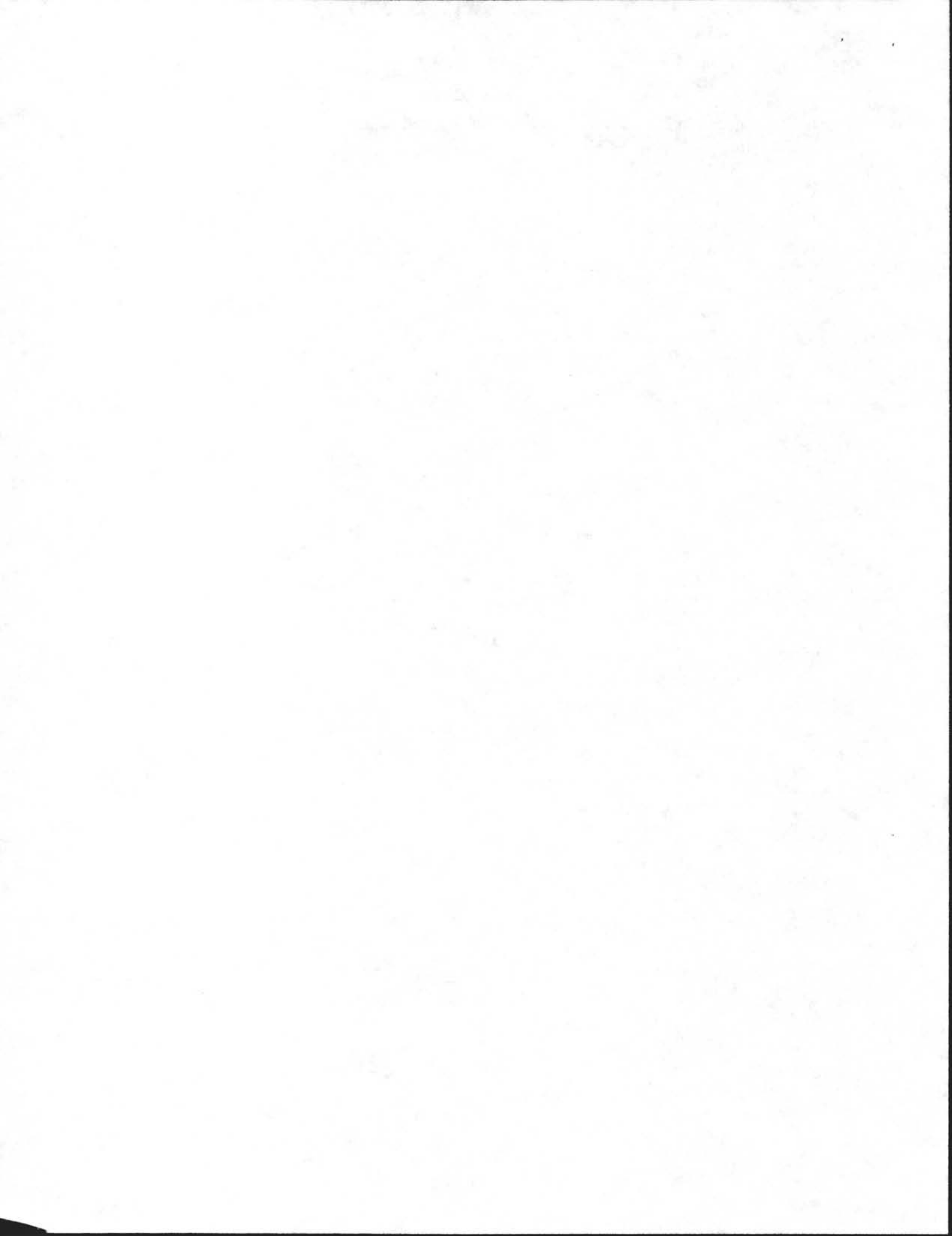


APPENDIX "A"

CLASSIFICATION AND WAGE SCHEDULE

The following rates shall be effective the first pay period on or after July 1, 1989. Retroactivity shall apply only to those employees actively employed by the City on September 18, 1989.

<u>Classification</u>	<u>Start</u> <u>Salary/Hourly</u>	<u>6 Months</u> <u>Salary/Hourly</u>	<u>1 Year</u> <u>Salary/Hourly</u>	<u>2 Years</u> <u>Salary/Hourly</u>	<u>3 Years</u> <u>Salary/Hourly</u>
Meter Reader	19,280 9.269	19,766 9.503	20,253 9.737	20,740 9.971	
Equipment Operator I	19,280 9.269	19,766 9.503	20,253 9.737	20,740 9.971	
Equipment Operator II	20,253 9.737	20,740 9.971	21,199 10.192	21,794 10.478	
Equipment Operator III	21,199 10.192	21,794 10.478	22,308 10.725	23,390 11.245	
(Lead) Equipment Operator III	22,930 11.024	23,390 11.245	23,957 11.518	24,606 11.830	25,282 12.155
Sewer-Water Inspector	21,199 10.192	21,794 10.478	22,308 10.725	23,390 11.245	
Mechanics	22,930 11.024	23,390 11.245	23,957 11.518	24,606 11.830	25,282 12.155
Mechanic Part-time	12.064				

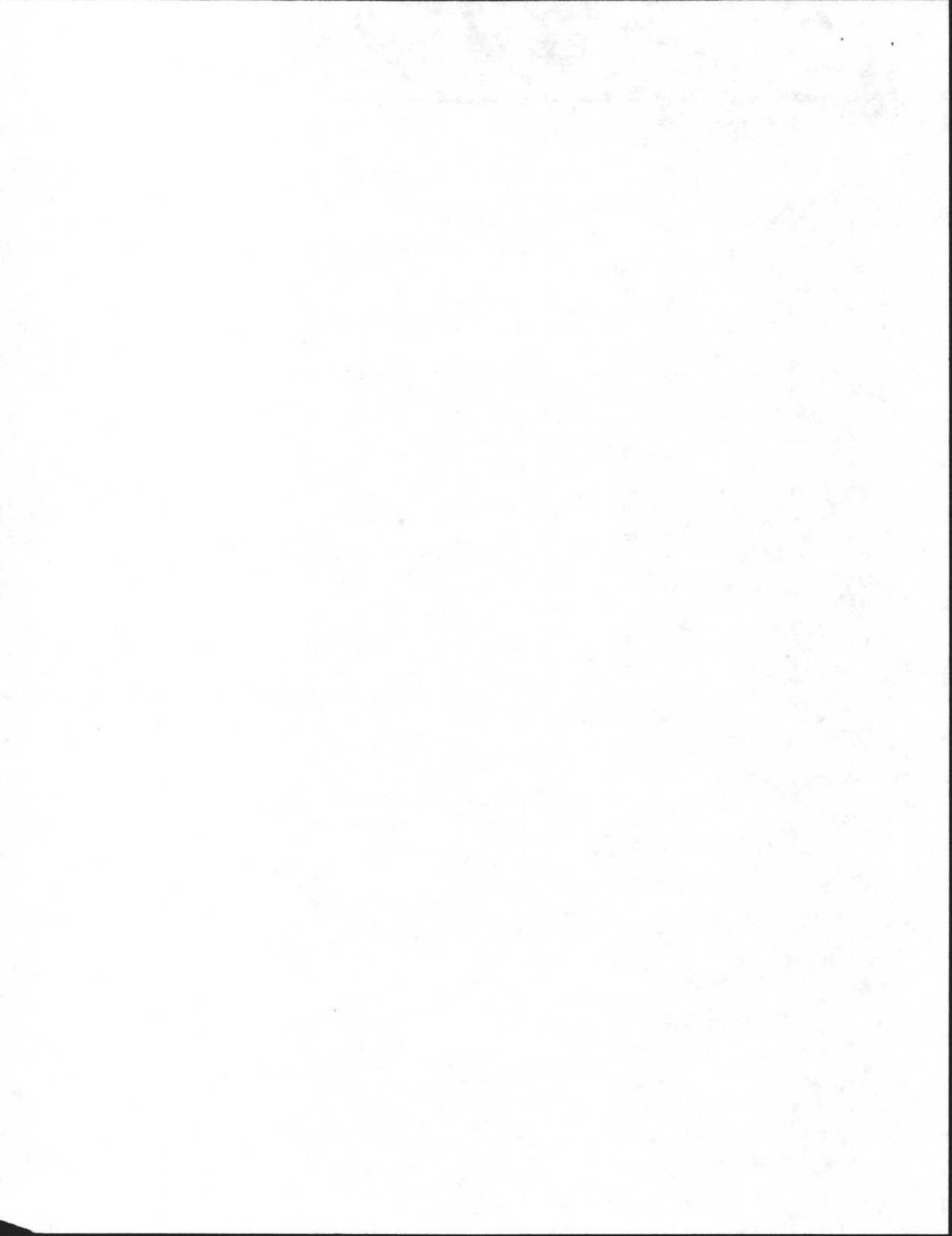


APPENDIX "A"

CLASSIFICATION AND WAGE SCHEDULE

The following rates shall be effective the first pay period on or after July 1, 1990:

<u>Classification</u>	<u>Start</u> <u>Salary/Hourly</u>	<u>6 Months</u> <u>Salary/Hourly</u>	<u>1 Year</u> <u>Salary/Hourly</u>	<u>2 Years</u> <u>Salary/Hourly</u>	<u>3 Years</u> <u>Salary/Hourly</u>
Meter Reader	19,858 9.547	20,359 9.788	20,861 10.029	21,362 10.270	
Equipment Operator I	19,858 9.547	20,359 9.788	20,861 10.029	21,362 10.270	
Equipment Operator II	20,861 10.029	21,362 10.270	21,835 10.498	22,448 10.792	
Equipment Operator III	21,835 10.498	22,448 10.792	22,977 11.047	24,092 11.583	
(Lead) Equipment Operator III	23,618 11.355	24,094 11.583	24,676 11.863	25,344 12.185	26,040 12.519
Sewer-Water Inspector	21,835 10.498	22,448 10.792	22,977 11.047	24,092 11.583	
Mechanics	23,618 11.355	24,092 11.583	24,676 11.863	25,344 12.185	26,040 12.519
Mechanic Part-time	12.426				

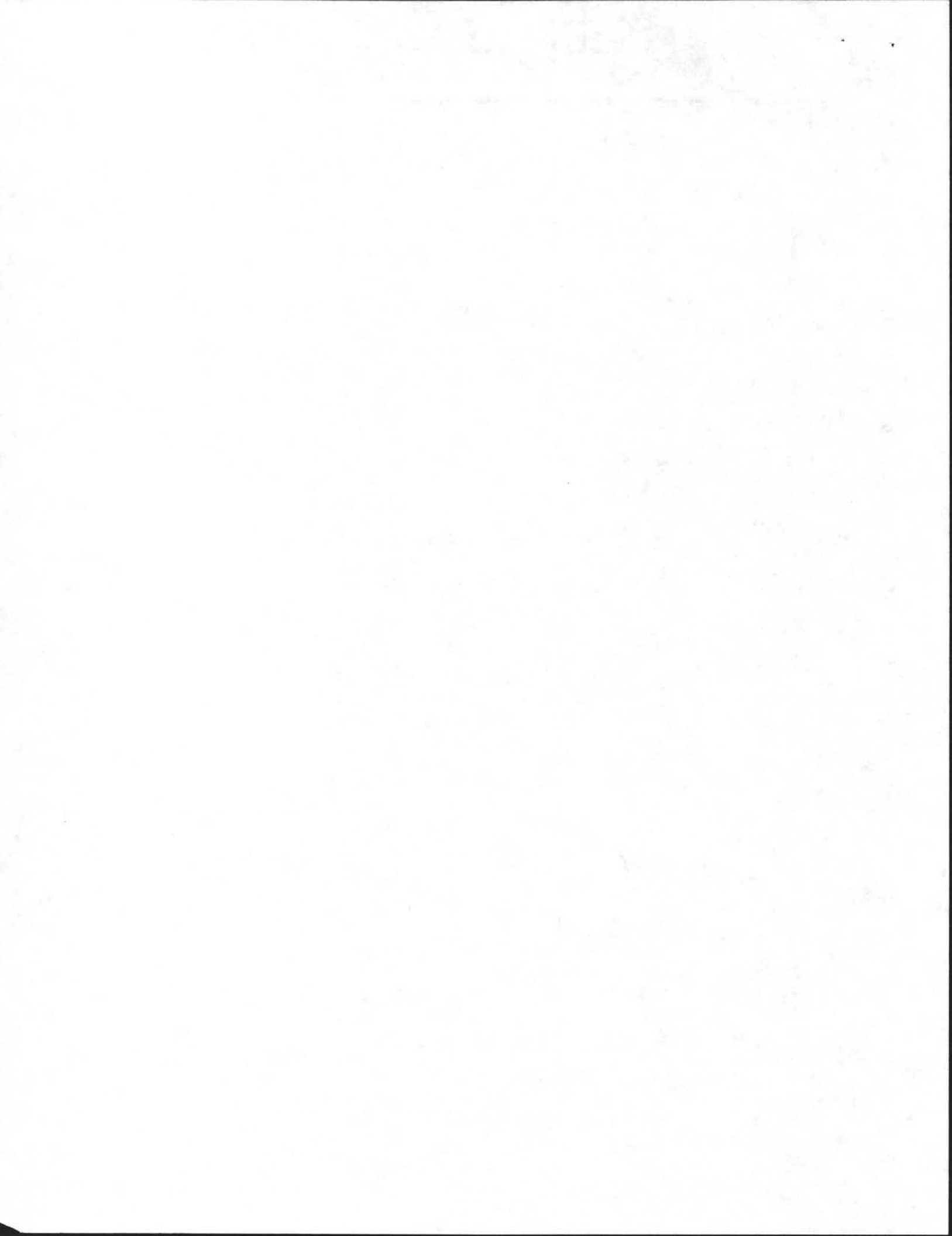


APPENDIX "A"

CLASSIFICATION AND WAGE SCHEDULE

The following rates shall be effective the first pay period on or after July 1, 1991:

<u>Classification</u>	<u>Start</u> <u>Salary//Hourly</u>	<u>6 Months</u> <u>Salary//Hourly</u>	<u>1 Year</u> <u>Salary//Hourly</u>	<u>2 Years</u> <u>Salary//Hourly</u>	<u>3 Years</u> <u>Salary//Hourly</u>
Meter Reader	20,454 9.834	20,970 10.082	21,487 10.330	22,003 10.578	
Equipment Operator I	20,454 9.834	20,970 10.082	21,487 10.330	22,003 10.578	
Equipment Operator II	21,487 10.330	22,003 10.578	22,491 10.813	23,121 11.116	
Equipment Operator III	22,491 10.813	23,121 11.116	23,666 11.378	24,815 11.930	
(Lead) Equipment Operator III	24,327 11.695	24,815 11.930	25,416 12.219	26,104 12.550	26,821 12.895
Sewer-Water Inspector	22,491 10.813	23,121 11.116	23,666 11.378	24,815 11.930	
Mechanics	24,327 11.695	24,815 11.930	25,416 12.219	26,104 12.550	26,821 12.895
Mechanic Part-time	12.799				





LETTER OF UNDERSTANDING

between

CITY OF EAST GRAND RAPIDS

and

EAST GRAND RAPIDS PUBLIC SERVICE  
DEPARTMENT EMPLOYEES, CHAPTER OF LOCAL NO. 1645,  
Michigan Council 25, AFSCME, AFL-CIO

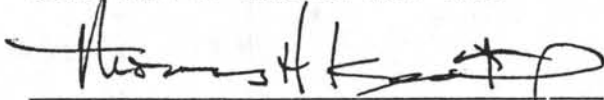
Dated: SEPTEMBER 15, 1989

It is hereby understood and agreed between the parties that as long as Ron Jackson and Tom Keating continue to work for the City of East Grand Rapids, they shall continue to receive, in addition to their regular pay as provided in Appendix "A", an amount to recognize past longevity as follows:

<u>Employee</u>	<u>Per Pay Period/Annual</u>
Ron Jackson	\$ 38 / 988
Tom Keating	\$ 7 / 182

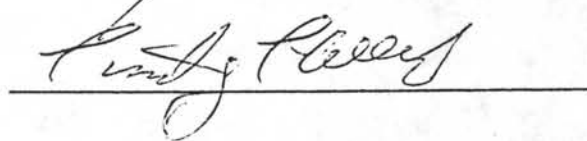
EAST GRAND RAPIDS PUBLIC  
SERVICE DEPARTMENT EMPLOYEES  
CHAPTER of LOCAL NO. 1645

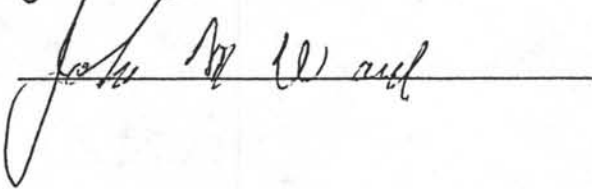
CITY OF EAST GRAND RAPIDS

  
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