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12/31/97



# **AGREEMENT**

**BETWEEN**

**The City of Grand Rapids**


**AND**

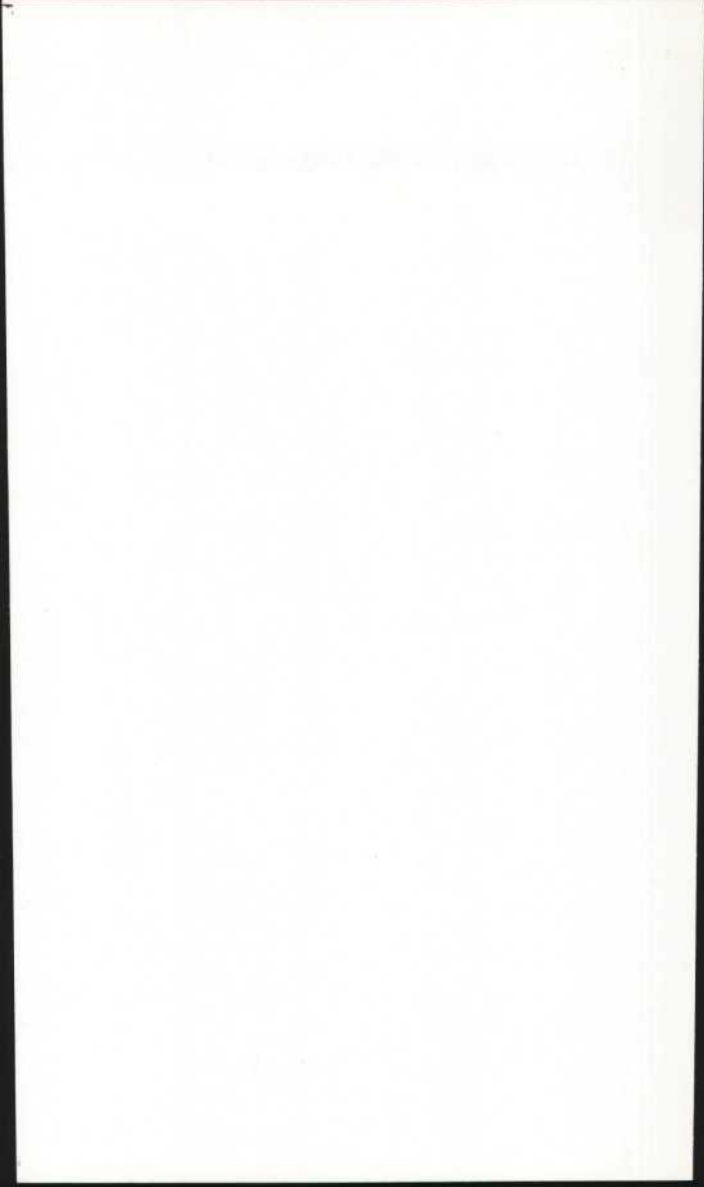
**The Grand Rapids Employees**

**Independent Union**

*Grand Rapids, City of*

**JANUARY 1, 1995 - DECEMBER 31, 1997**

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION**  
  
**Michigan State University**



1369

**AGREEMENT BETWEEN  
THE CITY OF GRAND RAPIDS  
AND THE  
GRAND RAPIDS EMPLOYEES  
INDEPENDENT UNION**

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### EFFECTIVE DATES

1. Pension Plan — 2.4%	1/1/88
Pop-up Option (no cost to City)	1/1/84
2. Tool Allowance	1/1/87
3. Boots and Shorts	1984
4. Shift Premium	1/1/90
5. Death Benefit	1/1/84
6. Workers' Compensation	7/1/84
7. Insurance Improvements	
Vision — increase by 20%	3/1/90
Dental — benefit cap \$1000 per year	3/1/90
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Coverage for Assistant Surgeon	1/1/91
Patient Advocate	9/1/87
Trust Fund	1/1/90
13th Check Program	1/1/90

# **A G R E E M E N T**

THIS AGREEMENT is entered into as of January 1, 1995, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "Management," and the GRAND RAPIDS EMPLOYEES INDEPENDENT UNION, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, safety and other conditions of employment.

## **ARTICLE I. RECOGNITION**

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

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

## ARTICLE II. UNION SECURITY AND CHECKOFF

Section 1. Management will make available to all employees entering the bargaining unit a copy of this agreement calling their attention to the fact that the Grand Rapids Employees Independent Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

Section 2. Management will make available to all employees in the bargaining unit, within a reasonable period of time following the execution thereof, a copy of this Agreement.

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

### Section 4.

- a. Management agrees that it will not make a series of seasonal hires for the purpose of filling a permanent bargaining unit position provided for in the City Budget or for the purpose of avoiding the filling of a position on a permanent basis which would otherwise result in a position in the bargaining unit. It is expressly understood that nothing contained in this Agreement will limit the right of Management to hire seasonal employees nor limit the right of Management to make seasonal hires to fill positions temporarily open as a result of leave of absence, sick leave, vacation, or similar reasons.

Similarly, the City agrees that it will not utilize temporary service contract personnel to avoid filling a permanent bargaining unit position provided for in the City budget or for the purpose of avoiding the creation of a full-time permanent position. However, it is expressly understood that nothing contained herein shall apply to



the operations of the Grand Center or existing parking facilities of the City. It is further understood that the above provision shall have no application to situations wherein the City elects to exercise its right to subcontract bargaining unit work as provided in Article V.

- Definitions:
- (1) Seasonal hire shall mean the appointment of a person to a position limited by seasonal conditions or special projects.
  - (2) Seasonal conditions shall mean those conditions which are peculiar to the four seasons of the year.
  - (3) Special project shall mean any temporary project such as elections or pilot projects of limited duration; however, if such project results in the hire of permanent personnel, hires shall be made in accordance with the provisions of this Agreement.

- b. Before seasonal employees are hired in any department or division where bargaining unit employees are currently laid off, representatives of the Labor Relations Office and the Union will meet for the purpose of reviewing possible alternatives, such as transfer of other permanent employees or recalling laid off employees. The intent of this provision is to seek alternatives which are more economical and reduce or eliminate the expense of utilizing seasonal employees. It is expressly understood that this provision shall not be interpreted to prevent the City from utilizing seasonal employees in the event a more economical arrangement cannot be identified.
- c. In the event that it is found that uniformed or supervisory personnel are regularly performing work which is normally assigned to bargaining unit personnel, Management will make every effort to correct the situation as

quickly as possible. These provisions will not apply to emergency or instructional situations.

Section 5. Upon receipt of a written assignment from an employee covered by this Agreement, Management will, every payday, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues or service charges. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 6. Any change in the present Union membership rate will be certified to the City Manager by an authorized officer or officers of the Union at least thirty (30) days in advance of the effective date of such change; provided, however, that the thirty (30) day notice shall be waived for the increase in dues in January of any year where the City has the logistical ability to implement the increase with less than thirty (30) days notice.

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

Section 8. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

### **ARTICLE III. MANAGEMENT SECURITY**

Section 1. The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against Management or any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge. However, any employee who is accused of violating this provision and denies such alleged violation may

appeal to the grievance procedure. Upon a finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by the employer shall not be disturbed.

#### **ARTICLE IV. MANAGEMENT RIGHTS**

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

#### **ARTICLE V. SUBCONTRACTING OF BARGAINING UNIT WORK**

Section 1. Management shall have the right to contract and subcontract work when it is not feasible or economical for the City employees to perform such work. Such right shall not be exercised for the purpose or intention of undermining the Union nor for the purpose or intention of discriminating against any bargaining unit member.

Section 2.

- a. No permanent position will be abolished through subcontracting without giving the Union thirty (30) days advance notice. During the 30 day notice period, representatives of the City and the Union will meet for the purpose of reviewing the City's analysis of the supporting feasibility or economic necessity as required. This provision is intended to afford the parties an oppor-

tunity to review the conditional requisites to subcontracting and to afford the Union an opportunity to make a proposal or adjustments which would eliminate the need to subcontract.

- b. The City will provide the Union with the bid specifications at least ten (10) days prior to the time the specifications are released to potential contractors for any subcontracting which would result in the elimination of a permanent position within the bargaining unit. If requested by the Union, the City will meet pursuant to the Special Meetings provisions of Article VII regarding the contemplated subcontracting.

Section 3. Upon exercise of the right to subcontract as identified in this Article and when bid specifications are drawn up, the Union shall be furnished with copies of same as soon as such information is available but, in any event, no later than the time the specifications are released to the contractors. The Union shall also be provided with the results of the bidding process. The Union shall receive copies of any rebid or contract extension or modification of identified bargaining unit work. The City will provide the Union with any cost projections and comparisons developed in any contract rebid, modification or extension. The Union will be notified in the event of any change in contractors.

## **ARTICLE VI. UNION BARGAINING COMMITTEE**

Section 1. The bargaining committee of the Union will include not more than six (6) bargaining unit members who are employed by the City of Grand Rapids. It may also include non-employee representatives of the Grand Rapids Employees Independent Union, not more than two (2) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee on or before the October 1 immediately prior to the expiration of this

Agreement. Permanent substitutions made in the Union bargaining committee shall be promptly reported to Management.

Section 2. Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the Committee person.

Section 3. Management will attempt insofar as practical or possible, to transfer to the day shift, for the period of the labor negotiations, any employee selected to act on the Union Bargaining Committee.

Section 4. Upon request of the Union, Management will grant an unpaid leave of absence to a Union representative for up to twenty-one (21) work days in the three (3) months immediately preceding the expiration of this Agreement for the sole purpose of preparing proposals for bargaining. It is specifically understood and agreed that the leave of absence is granted on condition that such representative shall not consult with other City employees in such a way as to interfere with them in the regular performance of their work.

## **ARTICLE VII. SPECIAL MEETINGS**

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

represented by not more than four (4) persons at special meetings. The City Manager shall designate Management's representatives and Management will respond in writing as to the results of the meeting.

Section 2. The Union representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

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

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

## **ARTICLE VIII. UNION STEWARDS/REPRESENTATIVES**

Section 1. Employees within the bargaining unit shall be represented by Stewards in areas of the City employment in the number and manner set forth in Appendix B. The union shall furnish Management a list of the Stewards' names and their assigned areas and shall keep the list current at all times.

Section 2. When requested by an aggrieved employee, a Steward shall be scheduled as soon as possible to investigate any alleged or actual grievance in their assigned work area (area of representation as set forth in Appendix B). Any requests for City records or data shall be directed to the Labor Relations Office. Upon request of a Steward to the Labor Relations Office, a grievance committee member shall be scheduled to

assist in the investigation of any grievance in his/her assigned area. The Steward and/or the grievance committee member shall be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and approval of the immediate supervisor outside the bargaining unit. In the event the regularly assigned Steward is not available, the Chief Steward may act on his/her behalf. When both the Steward and Chief Steward are absent, the Executive Steward may act.

Section 3. When an employee presents his/her own grievance without intervention of the Steward, the Labor Relations Office shall accept the grievance without immediate adjustment.

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

Section 5. In the event the regularly assigned Steward or Chief Steward is not available, the Executive Steward may act on his/her behalf during a grievance investigation and at Step 1 of the grievance procedure.

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

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

regular rate to present the Union's position on such matters to such body. The "Special Meeting and Grievance Pass for Union Officials" form shall be used by the Union President in connection with such conferences and meetings as set forth in this Section. The Grievance Committee Chairperson will be allowed one day without loss of time or pay to prepare for each arbitration case which has been scheduled for hearing (other than time allowed for the pre-arbitration conference).

## **ARTICLE IX. GRIEVANCE PROCEDURE**

### **Section 1. Grievance**

- a. A grievance is any dispute, controversy or difference between (a) the parties, or (b) Management, and an employee or employees, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- b. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied. The grievant and/or the Union may amend a grievance at any step of the grievance procedure prior to advancement to arbitration by deletion or addition of Articles of the Agreement as supported by evidence presented during the grievance procedure.

### **Section 2. Grievance Time Limits and Exclusive Remedy**

- a. Any grievance not initiated, advanced to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by Management, if the Union does not advance it to the next step within the time limits, or on the basis of the Union's last demand, if Management fails to give an answer within the time limit. Time limits may be extended only by written mutual agreement by Union and Management.



- b. If proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency, or in any court, then such administrative or judicial procedures shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist.
- c. Only grievances involving classification disputes may be presented to the Civil Service Board, who shall have exclusive jurisdiction on such matters. No other disputes subject to the grievance procedure may be submitted to the Civil Service Board.

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

- Step 1. A grievance will be initiated under this procedure by a Union Steward advising an immediate supervisor outside the bargaining unit that a grievance may exist and the matter is being investigated. As soon as possible, a meeting shall be arranged with the employee(s) involved, the Union Steward, Labor Relations and the immediate supervisor in order to allow for the finding of fact and the possible resolution of the matter. A Grievance Committee Person shall be scheduled to attend Step 1 Grievance Hearings upon request from the employee or Union Steward.

The grievance must be presented within fifteen (15) working days after occurrence of the event giving rise to the grievance, not including the day of occurrence, provided the employee(s) had knowledge of the occurrence or reasonably should have had knowledge of the event. The time limits in effect under the procedure shall not begin while an employee is off work because of vacation, sick leave, Workers' Compensation,

leave of absence, or other good and sufficient reason.

Step 2.

- a. If the matter is not resolved at Step 1, the aggrieved employee or the Union Steward shall reduce the grievance to writing and present it to the Labor Relations Office. The grievance must be so presented within ten (10) working days after the meeting at Step 1. Labor Relations will answer the grievance in writing within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation. A copy of the written answer shall be sent to the grievant and the grievance committee chairperson.
- b. The Union may initiate its grievance at this Step 2 of the grievance procedure and must process them through Step 2 before they are taken to Step 3. A Union Grievance is one in which a right given by this Agreement to the Union as such is alleged to have been violated. Such grievances must be initiated within fifteen (15) working days of their occurrence, not including the day of occurrence. Union grievances shall be filed in writing with the City Labor Relations Office.

Step 3.A. Civil Service Board

Grievances involving classification may be presented to the Civil Service Board. The Civil Service Board shall hold a hearing on such grievance. Its decision, approved by a majority of the Board, shall be final and binding the Union and Management.

Step 3.B. Arbitration

- a. If the matter remains unresolved and the Union wishes to carry the matter further, the Union will

notify the Labor Relations Office of its intent to refer the matter to arbitration. Such notice will be sent within forty-five (45) working days of receipt of the answer at Step 2. Within five (5) working days, Management and the Union will arrange for a pre-arbitration conference.

- b. The purpose of the pre-arbitration conference shall be for exchanging evidence, identification of witnesses and stipulation of fact. Only that evidence so exchanged may be submitted to arbitration. The parties may also attempt to resolve the dispute. If the matter cannot be resolved, the parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, the Union may submit a Demand for Arbitration under the rules of the American Arbitration Association, provided the submission is made within sixty (60) calendar days of receipt of the answer at Step 2.
- c. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and he/she shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. Decisions on grievances within his/her jurisdiction shall be final and binding on the employee or employees involved, the Union, and Management.

In disciplinary cases involving stealing by employees and/or possession or use of illegal drugs or narcotics during work hours or while on City property, the parties agree that such violation shall be considered proper cause for summary discharge. In such cases, the arbitrator shall

be limited to a determination of facts only and shall have no authority to modify the penalty imposed. Such violation shall not be construed as exclusive proper cause for discharge.

- d. The fee and expenses of the arbitrator shall be paid by the party which loses the appeal to arbitration except as the arbitrator directs otherwise. Each party shall fully bear its costs regarding witnesses and any other persons it requests to attend the arbitration.
- e. It is specifically and expressly understood and agreed that taking an appeal to arbitration constitutes an election of remedies and a waiver of any and all right by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum.

#### Section 4. Election of Remedies

It is expressly understood and agreed that taking an appeal to the Arbitrator, or in cases of classification disputes to the Civil Service Board, constitutes an election of remedies and waiver of any and all rights of the appealing party and any person or persons he, she, or it represents to litigate or otherwise contest the appealed subject matter in any court, administrative agency, or other forum.

### **ARTICLE X. PAYMENT OF BACK PAY CLAIMS**

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

Section 2. No claim for back pay or wages and fringe benefits shall exceed the amount of pay or wages and fringe benefits the employee would otherwise have earned at his/her regular pay or wage rate and fringe benefits. However, any such award may

be decreased by such earnings received from other employment or unemployment compensation during the recognized entitled period.

## **ARTICLE XI. DISCHARGE AND DISCIPLINE**

Section 1. In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee and the employee's Steward or other Union representative. Such notice shall be confirmed in writing within three (3) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays, and the day of occurrence. In cases of letters of warning, such letters shall be given to the employee affected and a copy thereof to such employee's Steward or other Union representative.

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

### **Section 3.**

- a. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously, provided the employee is not subjected to disciplinary action (excluding letters of warning) during the two (2) year period, nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire. In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from his/her personnel file upon request to the Human Resources Director.
- b. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other

information filed by any employee, citizen, supervisor or any other City officer or Department or Division Head in the employee's personnel record which relates to, is, or may be made the basis for disciplinary action up to and including discharge of such employee by the City. The provisions of the Employee Right to Know Act (Act #397 of P.A. 1978) shall apply to City personnel records.

- c. Any employee appearing in a hearing before the City Manager pursuant to the City Charter shall be entitled to Union representation upon request. A Union representative acting pursuant to such a request shall be allowed reasonable time therefore during working hours without loss of time or pay.

#### Section 4.

- a. The following procedure shall be followed when an employee is given written notice from Management that he/she is discharged, demoted, or reduced in rank or compensation, or suspended without pay:
  - (1) If the employee elects to file a grievance, he/she shall file the grievance in accordance with the provisions of the grievance procedure at Step 2.

Section 5. If Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Upon request, a copy of disciplinary action will be given to the Grievance Committee Chairperson.

#### Section 6. Investigatory Interview

In the event a complaint is made against an employee or where any investigation is conducted which may result in disciplinary action, the following procedures shall apply:

- a. If, during the investigation, an employee is requested to appear before a member of Management, he/she shall be fully advised of the nature of the investigation and that the investigation may result in disciplinary action.

- b. When an employee is questioned under this section, he/she shall be informed of their right to Union representation. Should the employee waive such right, he/she shall sign a waiver form so indicating and copies will be given to the employee and Union.
- c. Upon request of the employee for Union representation, such request shall be granted and the Union shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present (Steward or Chief Steward or Executive Steward).
- d. Employee shall be required to answer questions relating to his/her performance or conduct as an employee of the City as it relates to the investigation. Refusal to answer such questions may result in disciplinary action, including discharge.

## **ARTICLE XII. SENIORITY**

### **Section 1. Definition**

Seniority shall mean the status attained by length of continuous service with the City. (Exception — See Section 2.f.)

### **Section 2. Accrual of Seniority**

- a. Seniority shall begin with the last date of entering the service of the City. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by their Social Security number, the person with the highest number having the greater seniority.
- b. All original appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the City Manager may rescind the appointment of an employee whose performance does not meet the required work standards. Any probationary employee who is so removed shall have no right to appeal such

action to the Civil Service Board or the Grievance Procedure of Article IX.

- c. All appointments to a position in a classification in which the employee has not attained prior permanent status shall be probationary and subject to a probationary period of six (6) months after appointment. During the first ninety (90) days of the probationary period, the employee may elect to return to his/her former position. As well during the first ninety (90) days, management may elect to return the employee to his/her former position. In such case, the employee shall be provided with a written statement giving the reasons for his/her return.  
  
At any time during the probationary period, the City Manager may rescind the appointment of an employee whose performance does not meet the required work standards. Any employee on probation who is removed for failure to meet the required performance standards of the job shall have the right to return to his/her last previous position in which he/she held permanent status.
- d. Each employee serving a probationary period shall be evaluated after three (3) months service. The evaluation shall be in writing and the supervisor shall review same with the employee. The employee shall be entitled to the presence of his/her Steward during the review interview upon request of the employee.
- e. If a permanent employee's appointment is rescinded at any time during a probationary period, he/she shall be given a copy of the written evaluation resulting in such removal. Any permanent employee may appeal his/her removal. Such appeal shall be limited to the Grievance Procedure of Article IX.
- f. Non-Bargaining Unit Personnel
  - (1) An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, thereafter within six (6) months, returns to the bar-



gaining unit shall have all accumulated seniority and all rights accredited thereto.

- (2) An employee who transfers, demotes or promotes to a position not included in the bargaining unit and, after six (6) months have elapsed, returns to the bargaining unit shall have only that seniority accumulated in the unit. The application of seniority shall be defined as in Article XII, Section 5.
- (3) For the purpose of applying seniority to time measured benefits, such as vacation accumulation, pension and longevity, a person's seniority shall in all cases be measured by an employee's total service with the City.
- (4) An employee who is outside of the bargaining unit, and who has also accumulated seniority within the unit, may use only that seniority accumulated within the unit to displace a less senior bargaining unit member of the classification last held prior to promotion to a non-bargaining unit position.

### Section 3. Loss of Seniority

Employees shall lose their seniority for the following reasons:

- a. Discharge if not reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his/her absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- d. Unexcused failure to return to work after expiration of a formal Leave of Absence.
- e. Retirement.
- f. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater.

#### Section 4. Seniority Lists

Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, classification and seniority date, and shall furnish a copy to the Union in March and September of each year. All Seniority Lists with their designated effective dates will be issued by the Human Resources Department and will be distributed to the Union. In the event that conditions beyond the general control of Management prevent the preparation of the Seniority Lists as herein provided, Management will so inform the Union, giving the reasons for the delay and the projected preparation date.

#### Section 5. Application of Seniority

Seniority shall apply to shift assignments, vacations, layoff and recall, acting assignments, promotions, and transfers as otherwise provided in this Agreement.

- a. Vacancies in the bargaining unit labor class shall be filled on the basis of seniority by employees who have completed their entrance probationary period and who apply therefore and are qualified to perform the work in the following order of priority:
  - (1) Transfer of applicants within the same classification provided the applicant has not had a similar transfer within the prior six (6) months and has completed the promotional probationary period for their present classification.
  - (2) Promotion of applicants from within the bargaining unit, provided, however, no employee who has been demoted shall be eligible for promotion for a period not to exceed one (1) year from the date of demotion, except in those instances where a demotion has occurred in lieu of layoff.
  - (3) Lateral transfer of applicants (the transfer from one classification to another classification having the same pay range and having essentially the same

basic qualifications and involving the performance of similar duties), provided the applicant has not had a similar lateral transfer within the prior six (6) months and has completed the promotional probationary period for their present position.

- (4) Demotion of applicants from within the bargaining unit.
  - (5) If there are no such applicants, such positions may be filled by applicants from outside City employment.
- (b) In the competitive class, appointments to positions within the bargaining unit shall be made as follows:
- (1) By transfer of the most senior applicant from within the same classification, provided the applicant has not had a similar transfer within a one year period and has completed the probationary period for their present classification. Said transfer shall be subject to a 90 day trial period. During the trial period, the employee may elect to return to their former position. In which case, such employee shall be ineligible for a similar transfer for a period of one year from the date of transfer. During the trial period, Management may elect to return the employee to their former position and will provide the employee with a written statement giving the reasons for returning the employee to their former position.

If the position is not filled by transfer, the following provisions shall apply:

- A. Employees who have completed entrance probation period and otherwise meet the requirements for a position may express their interest in qualifying for a promotion, lateral transfer (the transfer from one classification to another classification having the same pay range), or demotion by filing an application with the Human Resources Department.

- B. An examination shall be administered under the supervision of the Civil Service Board. Participants who successfully complete the procedure on a pass/fail scoring basis shall constitute the eligible qualified candidate pool.
- C. Regardless of any rule, regulation or other requirement to the contrary, the City Manager shall have the authority to promote any person from the candidate pool.
- D. In instances where a candidate pool composed of just City employees does include female or minority candidates in under-utilized E.E.O.4 categories, the City Manager shall make his selection from such candidate pool. In the event that such pool does not contain a female or a minority candidate and the E.E.O.4 category under-utilizes either females or minorities or both, the pool shall be expanded to include an eligible candidate or candidates of the appropriate race or gender or both from outside the bargaining unit.
- E. Affirmative Action goals shall be established by January 31, of each year by the City Equal Opportunity Department based upon an analysis of the qualified labor pool of the appropriate labor market for those E.E.O.4 occupational categories included in the bargaining unit. The Equal Opportunity Director shall provide an annual report on the progress of the Affirmative Action Plan to the parties to this Agreement.
- F. Where the City Manager determines that candidates are relatively equal in required qualifications, he/she may take into account the gender and/or minority background of the qualified persons in the appropriate applicant pool as a

factor in making appointments. Such consideration, however, will not be used to the total exclusion from consideration for promotion of non-minority male applicants, and shall continue only until such time as the Affirmative Action Goal for the particular E.E.O.4 category has been met.

- G. Except as otherwise specified above, the provisions of the Civil Service Board rules and regulations shall apply to the appointment and promotional procedure. Provided, however, that it is expressly understood and agreed that the prior "rule of three (3)" certification restriction required by the City Charter shall be considered void and have no application to appointments in the competitive class occurring after the effective date of this agreement.
- c. The Union and the City recognize that from time to time a need may arise where temporary transfers are necessary to compensate for varying seasonal conditions. For purposes of this section only, a transfer shall mean the temporary assignment of personnel across department or division lines, for a limited duration, to perform a specific body of work, without change in compensation and without application of the probationary period provision.
- (1) Such transfer(s) shall be voluntary in nature and be for a specific length of time which shall be mutually agreed to by the parties.
  - (2) The City and the Union shall meet within 30 to 60 days of the date of transfer for the purpose of determining those classifications affected, the duration of the transfer, and other conditions that may be necessary.
  - (3) Those employee(s) affected shall be given five (5) working days to bid on such transfers. In the event

that there are insufficient volunteers, the least senior employees of the designated classification(s) shall be assigned and transferred. In the event more than sufficient employees volunteer, those required will be selected on the basis of seniority. Upon completion of the bidding and selection process, the employees shall be given fifteen (15) days notice prior to the transfer(s).

- (4) The time limit provisions of this section may be amended by mutual agreement of the parties. In the event of an emergency, the time limits may be waived.

### **ARTICLE XIII. LAYOFF AND RECALL**

#### **Section 1. Definition**

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

#### **Section 2. Order of Layoff**

- a. No permanent or probationary employee shall be laid off from his/her position in any Department or Division while any seasonal, temporary, or provisional employees are serving in the same classification in that Department or Division. In the event such layoff becomes necessary, such laid off persons shall replace a seasonal, temporary, or provisional appointee in the same classification in another Department or Division, and shall continue to so serve until the normal layoff of the replaced person would have occurred.
- b. Permanent and probationary employees shall have Citywide seniority in their classifications and, if exercised in the event a layoff becomes necessary, shall replace the employee with the least seniority in their classification.

The elected members of the Executive Board of the

Union, twelve (12) in number, shall be retained in the City service in the event of layoff, regardless of their position on the seniority list, so long as there is work they have the ability to do. If such person has the ability to do more than one job, he/she shall be assigned to the job in his/her same pay grade when possible. Stewards shall have the same rights within their Department or Division. Preferential seniority given to Executive Board members shall not be used to displace employees holding Civil Defense positions.

- c. Except as provided below, the layoff of probationary or permanent employees in any Department or Division shall be in inverse order of seniority in the classifications affected.

### Section 3. Demotion or Transfer in Lieu of Layoff

Except as otherwise provided below, an employee subject to layoff who so requests within three (3) days after receipt of notice of layoff, shall in lieu of layoff or transfer under Section 2. be demoted or transferred by Management in accordance with his/her seniority to an equal or lower paying position in the bargaining unit which he/she is able to perform and qualified to fill.

- a. The employee shall be allowed to exercise up to three chances to qualify for a position in his/her existing pay range. In cases where the employee has been "grandfathered" into a pay range by virtue of a classification study, the actual pay range of the affected employee shall serve as the existing pay range.
- b. If after exercising options in 3.a., an employee is not placed in a position in his/her existing pay range, the employee shall be demoted or transferred to a position in a class in which he/she held prior permanent status, (provided such class still exists), or to a class in his/her present series as defined by the Classification Series List.
- c. If the employee is unable to obtain a position in lieu of

layoff under 3.a. or 3.b., then he/she shall be demoted or transferred by Management in accordance with his/her seniority to another position in the bargaining unit as close to his/her present classification and wage level as possible which he/she is able to perform and qualified to fill.

Management shall have the exclusive right to determine such person's ability and qualifications to fill a position, provided, however, that an employee shall be deemed qualified for all classifications in a series (e.g., Office Assistant I, II, III, IV are a series) which are below or equal to his/her present classification without qualifying through the process specified in the Layoff Letter of Understanding. The transferred or demoted employee shall replace the least senior employee in the position to which assigned. If an employee is demoted or transferred in lieu of layoff and his/her regular position subsequently becomes available, he/she shall thereupon be promoted or transferred back to his/her regular position. (See Layoff Letter of Understanding.) Except as provided in Section 6.c.

#### Section 4. Exceptions to Seniority

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

#### Section 5. Notice of Layoff

Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

#### Section 6. Preferred Eligible Lists

- a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each classification from which displaced. Employees laid off shall have their names placed on pre-



ferred eligible lists in order of seniority for each classification from which displaced.

- b. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted or transferred based on Citywide seniority before any other persons are selected for employment or promotion in those classifications.
- c. When an employee demotes or transfers in lieu of layoff and he/she is subsequently recalled or restored, the employee will be removed from the preferred eligible list of the class to which recalled or restored and from the preferred eligible list(s) for any classification held subsequent to holding of the classification to which recalled or restored.
- d. Employees who fill any vacant position in lieu of layoff subsequent to layoff shall not be required to return to his/her regular position in the event the regular position is reestablished.

#### Section 7. Recall from Layoff

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

Section 8. In the event that an employee's position is to be abolished through subcontracting, Management shall meet with

the Union in order to reach a mutual agreement as to the future employment and compensation of said employee.

#### **ARTICLE XIV. SHIFT AND SCHEDULE PREFERENCE**

##### **Section 1. Definitions**

- a. Shifts shall be defined as the daily work period between the starting and quitting time of such period, exclusive of lunch period.
- b. Work schedules shall be defined as the schedule of work days and shifts during a work week, including off-duty days.

Section 2. Seniority shall be recognized as the basis of shift assignment and work schedule assignment. For the purpose of this Section, the exercise of seniority shall be limited to occasions of job opening and shall apply within classification title only. In such instances, the position shall be posted for a period of seven (7) calendar days and filled as soon as administratively possible. When an employee is newly assigned to a job, Management may, for a period of three (3) months, select the shift and work schedule assignment for the employee. In proper cases, exceptions can be made.

##### **Section 3.**

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

- c. The provisions of this Section shall not apply to rotating shift personnel or to Grand Center operations. Management will endeavor to establish shifts and schedules and to allow bidding, subject to the needs of the service and the activities of the Grand Center.

Section 4. All standby arrangements presently in existence shall be continued without change. Under such arrangements, qualified employees will continue to rotate the weekend duty. In proper cases, individual exceptions to the performance of weekend duty may be made by Management, such determination to rest exclusively with Management. The employee on such weekend duty shall keep him/herself available for work at any time during the period from the end of the Friday day shift and the beginning of the Monday day shift. He/she shall give Management a telephone number in the Grand Rapids metropolitan area where he/she can be reached during such period and shall remain at that location during the weekend and be ready and able to respond immediately to any calls to work. He/she shall receive thirty-five (35) hours straight time pay for each weekend he/she has such duty, such pay being compensation for keeping him/herself available and for all hours actually worked up to twenty-five (25) hours. Hours worked or paid on the weekend shall not be considered hours worked for purposes of overtime or premium pay, but overtime shall be paid for all hours worked in excess of twenty-five (25). The call-back provisions of this Agreement shall not apply. Failure to be available for or to respond immediately to calls to work shall be cause for disciplinary action up to and including discharge.

Section 5. Nothing in this Article shall be construed to limit the right of Management to establish, change, enlarge or decrease shifts or work schedules, or the number of personnel assigned thereto, provided that the rights of seniority set forth in this Article are followed in making the necessary personnel assignments.

Section 6. All officers and stewards shall have superseniority when it comes to bidding on shifts.

## ARTICLE XV. OVERTIME

### Section 1. Purpose

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

### Section 2. Employees covered:

- a. Employees holding the positions listed in Appendix A are eligible for overtime compensation.
- b. Employees, except those holding appointment in the City Clerk's Office, engaged in overtime work relating to any regular or special election, shall be paid at their regular hourly rates for time so worked.

### Section 3. Definitions

- a. Normal Work Week and Work Day. A normal work week for regular full-time employees shall consist of forty (40) hours, not including meal periods. A normal work day for such employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.
- b. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods. Overtime of less than twenty (20) minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.
- c. All overtime shall be authorized by a responsible supervisor.
- d. Time worked in excess of the normal work week for the purpose of adjusting so-called swing shifts in a three-shift operation shall not constitute overtime.

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

- a. Overtime shall be paid at one and one-half (1 ½) times the employee's hourly rate.

- b. An employee called to work at a time other than his/her scheduled work shift shall be credited with a minimum of four (4) hours at his/her regular hourly rate, or with the actual hours worked at one and one-half (1½) times his/her hourly rate, whichever is the greater, unless such time shall be continuous with his/her scheduled work in which case he/she shall be paid at his/her overtime rate.
- c. For the purpose of computing overtime, an employee absent on authorized Sick Leave with pay, Jury Leave with pay, Holiday or Vacation, shall be considered to have worked his/her normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

#### Section 5. Compensatory Time Off

- a. At the request of any employee eligible for overtime pay, his/her supervisor shall provide in lieu of cash payment for overtime, time off with pay at the rate of one and one-half (1½) hours for each hour worked over the normal number of hours in his/her scheduled work week. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor during the calendar year in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. Compensatory time off may not be substituted for scheduled vacation. In the event that such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate based on his/her salary as of December 31. This provision shall be administered in accordance with State and Federal law.

#### Section 6.

- a. During each calendar month period, overtime work shall be distributed as equally as practical among employees of the same permanent job classification only, within a given Department or Division, who have expressly volunteered

for overtime work for the month. Employees interested in overtime work shall so indicate in writing to their immediate Management Supervisor not later than the last full week prior to the beginning of each month. Employees newly entering the Department or Division shall be afforded the opportunity to volunteer in writing for overtime work within one week of the time of entering the Department or Division. The method of equalization shall be by a strict rotation by seniority. The most senior employee who volunteers shall be obligated to work the first overtime of the month and so on down the volunteer list through the month. Those volunteers who are excused from their rotation or who are unavailable shall be charged with a call. (Employees on Vacation or Workers' Compensation will not be called. Employees on Sick Leave will be called.) Only employees who have so volunteered for overtime work will be called upon to perform overtime work during the designated month and such employees shall be obligated to perform such work, except that all employees may be required to work overtime for up to one and one-half (1 ½) hours in situations where such work is necessary to complete a job they started at the end of their shift. In the event that insufficient numbers of employees are available for overtime work assignments, the employees of the classification required with the least amount of seniority will be required and obligated to perform such work.

- b. In the assignment of overtime hours Management will, consistent with the needs of the service, give preference to those persons holding permanent appointment. A record of such overtime hours shall be kept and the record shall be posted during the first ten (10) days of each month.
- c. Overtime provisions established in a given department/division which may be contrary to these provisions will be controlling provided the provisions are agreed to by the Union and Management.

### Section 7. Bargaining Unit Work

Supervisory personnel outside of the bargaining unit shall not, except in emergency situations, or for instruction purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.

### Section 8. Saturday or Sunday Work

An employee shall be paid one and one-half (1½) times his/her hourly rate for all hours worked on Saturday and Sunday, except for work on continuous seven (7) day operations and except for employees whose regular work schedule includes Saturday and Sunday.

## **ARTICLE XVI. REST PERIODS**

Section 1. Management shall allow one (1) fifteen (15) minute rest period during each one-half (½) shift of the work day.

## **ARTICLE XVII. NEW OR CHANGED JOBS**

Section 1. Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs established in the bargaining unit. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job, the matter shall be subject to an appeal filed directly with the Civil Service Board in Step 3.A. of the grievance procedure. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission.

## **ARTICLE XVIII. WAGES**

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendices C, D, E, and F.

The wage increase for 1997 will be determined by utilizing the

average monthly changes in the CPIW All Cities Report for the months of December 1996 through November 1997. This factor, as a percentage of no less than 2% or more than 4%, shall be multiplied times the employee's total wages for 1997 and paid to the employee in a lump sum as soon as this amount can be reasonably determined. That percentage increase shall also be added to the July 1, 1996, wage schedule to be effective January 1, 1998. The increase shall be at least 2% but no greater than 4%.

Section 2. For the purpose of this Section, the second shift is defined as any work period commencing between the hours of 1:59 p.m. and 9:59 p.m. The third shift is defined as any work period commencing between the hours of 9:59 p.m. and 4:59 a.m.

The following shift differentials shall apply:

- |                    |               |           |
|--------------------|---------------|-----------|
| a. January 1, 1995 | 55 cents/hour | 2nd shift |
|                    | 60 cents/hour | 3rd shift |
| b. January 1, 1997 | 60 cents/hour | 2nd shift |
|                    | 65 cents/hour | 3rd shift |

Employees shall be considered eligible for shift differential when:

- Assigned to work the second shift or third shift.
- When held over from second shift to third shift, in which case he/she shall receive third shift differential pay for all hours worked during the third shift.

Employees shall not be considered eligible for shift differential in the following situations:

- When called back to work at a time other than his/her scheduled work shift (i.e. in a call-back situation) and employee does not work entire second or third shift.
- When held over from the first shift and unless he/she works the complete second shift.
- When held over from third shift to first shift (no shift



differential for first shift hours only).

- d. Any instances of paid leave.

## ARTICLE XIX. PAY CHANGES

### Section 1. Purpose

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

### Section 2. Definitions for purposes of this Article

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

### Section 3. Anniversary Dates for Pay Change Purposes

- a. Establishment
  - (1) Original Employment and Reemployment. The date of one (1) year after completion of the probation period and the corresponding date each year thereafter.

- (2) Promotion. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
  - (3) Transfer. The anniversary date remains unchanged.
  - (4) Demotion. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
  - (5) Reclassification. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
- b. Postponement of Anniversary Date. Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when employees return to the payroll.

#### Section 4. Compensation Determination

a. Original Employment and Reemployment

Employees shall be employed at the lowest step for their classification unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.

b. End of Probation

The employee's salary automatically increases to the next higher step at the end of his/her probationary period, provided the employee is not at the maximum step of his/her range.

c. Anniversary Date

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

- (2) Each consideration found to be in good order by the Human Resources Director shall be referred to the City Manager or his/her designated representative for final determination.
- (3) Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position. Employee's performance shall be evaluated semi-annually; however, performance deficiency shall be brought to the attention of the employee as noted by the supervisor and documented. Merit increases shall not be denied except for proper cause.
- (4) In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position.

d. Promotion or Upward Reclassification

- (1) Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range **which is at least one full step higher** than the salary received immediately before such promotion or reclassification.
- (2) An employee demoted in lieu of layoff who after his/her original demotion is promoted to a classification with a higher maximum salary than the classification from which originally demoted, for purposes of this Section, shall be deemed to hold his/her pre-demotion range and salary step to determine his/her compensation in the class to which he/she is being promoted, provided that the employee has not already attained a salary step with a higher rate of pay than the one from which originally demoted.

- (3) When an employee is restored to a position from which demoted, he/she shall be paid at the same salary step from which demoted unless the employee has already attained a salary step with a higher rate of pay in which case he/she shall be paid at the first salary step which is the same as his/her present rate of pay.

e. Working Out of Classification

If an employee works on Acting Assignment to a higher classification pursuant to a written order from Management, the employee shall be paid **at the first salary step which is at least one full step higher than the employee's regular rate of pay** for all hours so worked, computed to the nearest full hour. An employee shall not normally receive Acting Assignment Pay for Sick Leave, Vacations or Holidays unless it is otherwise specifically provided for in the written order. Such assignment shall not exceed a period of twelve (12) consecutive months. Where consistent with the needs of the service, the Acting Assignment must be offered to the most senior qualified employee in the appropriate classification as determined by Management.

If the Acting Assignment is refused by the senior qualified employee, Management shall attempt to assign the next most senior qualified employee who is readily available to perform the work. If Management cannot find an employee to fill the Acting Assignment, Management may assign the least senior qualified employee who may not refuse the assignment. Any dispute over such assignment may be appealed to and resolved by the Labor Relations Office. However, any bargaining unit employee may refuse an Acting Assignment to a position which is outside the bargaining unit.

When an employee is regularly assigned for part of his/her time to work that falls in another classification, the nature of the work and the amount of time on such

assignment will be a proper consideration in establishing the classification of his/her position. If a formal training program to upgrade employees' skills is put into effect, those employees who apply and qualify for such training will be paid at the rate of their regular job during such training period, and it is understood that the training program will not be utilized by Management as a means to subvert the intent of the Acting Assignment provisions of this Article. As soon as possible before such program is put into effect, the Union President will be advised of the approximate number of employees in the program and of its approximate duration.

f. Transfers

An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.

g. Demotion and Downward Reclassification

An employee who is demoted or whose position is reclassified to a classification in a lower pay range shall initially be paid at that step which is equal to or closest to the rate paid prior to demotion or reclassification.

Section 5. Effective Date of Changes in Compensation

All changes in compensation shall be effective on the date of the event giving rise to the change.

## ARTICLE XX. LONGEVITY PAY

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

Section 2. Definitions

- a. **Longevity Pay** shall mean a salary additive payment based on length of continuous service paid periodically to employees, adjusted at specified intervals in accordance with the following schedule:

**Effective January 1, 1992:**

Service Years	Amount	Longevity Pay Step
5 through 9	\$180 per year	L1
10 through 14	\$300 per year	L2
15 through 19	\$420 per year	L3
20 through 24	\$540 per year	L4
25 and over	\$660 per year	L5

**Effective January 1, 1993:**

Service Years	Amount	Longevity Pay Step
5 through 9	\$250 per year	L1
10 through 14	\$420 per year	L2
15 through 19	\$600 per year	L3
20 through 24	\$720 per year	L4
25 and over	\$925 per year	L5

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

**Section 3. Payment of Longevity Pay**

- a. Longevity Pay shall be paid on a separate check based on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
- b. Longevity Pay shall be for the period of service from June 1 to November 30, payable within the first fifteen

(15) days in December and December 1 to May 31, payable within the first fifteen (15) days in June.

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

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

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

- a. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated time basis for the full calendar months served.
- b. An employee absent from service due to Leave of Absence or unpaid leave shall receive longevity pay on a prorated time basis for the full calendar months served, and it shall be payable upon the return to service of such employee.
- c. Employees who work twelve (12) or more days in any calendar month shall earn longevity credit for that month.

### ARTICLE XXI. VACATIONS

#### Section 1. Definitions

- a. **Service** shall mean any period of time for which an employee receives wages.
- b. **Vacation Day** shall mean a period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.

- c. **Work Week** shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- d. **Continuous Service** shall mean service, as defined by "a" above, uninterrupted by resignation or discharge.

**Section 2. Vacation Allowance.**

- a. An employee with less than five (5) years of continuous service shall earn five-sixths (5/6) of a work day of vacation for each calendar month of service to a maximum of ten (10) work days (two [2] work weeks) per year.
- b. On the first day of each calendar year following completion of his/her fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulative each year) of vacation so that on January 1st following his/her nineteenth (19th) year of continuous service an employee may be eligible for a total of twenty-five (25) work days (five [5] work weeks) of vacation, as follows:

<b>Years of Continuous Service</b>	<b>Vacation Days Credited on the Following January 1</b>
1 year	10 days
2 years	10 days
3 years	10 days
4 years	10 days
5 years	11 days
6 years	12 days
7 years	13 days
8 years	14 days
9 years	15 days
10 years	16 days
11 years	17 days
12 years	18 days
13 years	19 days
14 years	20 days



15 years	21 days
16 years	22 days
17 years	23 days
18 years	24 days
19 years	25 days
20 years	25 days
21 + years	25 days

- c. An employee shall become eligible for one-twelfth (1/12) of his/her vacation allowance under subparagraphs "a" and "b" above each calendar month in which he/she works twelve (12) or more days.

### Section 3. Use of Vacation

- a. Vacation shall be scheduled with due regard for seniority, employee preference and needs of the service. After May 1 of each year, an employee who has not used his/her seniority to select a vacation period shall not be permitted to use his/her seniority to require another employee to give up his/her previously scheduled vacation period.
- b. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void. Provided, however, that any employee may maintain a balance of 68 days between the period of 1/1 and 7/31.
- c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- d. Combining of vacation and compensatory time off shall be allowed on approval of the employee's Department or Division Head.
- e. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half (1/2) day for all unused vacation up to a maximum of forty (40) work days (eight [8] work weeks) provided

that, in the event termination is caused by the death of the employee, the maximum payment limitation shall not apply.

#### Section 4. Vacation Pay Advance

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

### ARTICLE XXII. HOLIDAYS

#### Section 1. Holiday Pay

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

#### Section 2. Holidays

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

January 1	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Eve
July 4	December 25
Labor Day	Floating Holiday

#### Employee's Birthday

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government unless the parties agree otherwise.

A birthday holiday may be used on the day of occurrence or thirty (30) days following the occurrence at the employee's discretion. If the employee chooses not to

use the birthday holiday during this period, it may be used any time mutually agreed upon in the calendar year. If the employee chooses not to use their birthday holiday during the calendar year, it will automatically be credited to their vacation bank.

- b. All permanent employees who have completed their entrance probationary period shall be credited with one floating holiday per calendar year. Employees who complete their probationary period between July and December may elect to carry-over their earned floating holiday for use in the following calendar year. Floating holidays may be taken on any mutually agreed day during the calendar year. In the event an employee retires, terminates employment or dies while employed, the unused floating holiday shall be paid on the last paycheck due the employee. Employees may elect to convert an unused floating holiday to vacation credit, subject to the allowed maximum vacation accumulation level.
- c. Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday.
- d. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday.
- e. In the event December 25 (Christmas Day) falls on Saturday, the Christmas Eve Holiday shall be considered as the immediately preceding Thursday. In the event December 25 (Christmas Day) falls on Monday, the Christmas Eve holiday shall be considered as the immediately preceding Friday.
- f. All City employees shall be credited with the number of hours in their normal work shift for each of the above holidays except as further provided herein; provided that no employee shall receive credit for more than thirteen (13) holidays in any calendar year.

- g. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled workday immediately preceding and immediately following any general paid holiday.
- h. An employee on formal unpaid leave of absence or lay-off (removed from the payroll) shall not receive holiday pay credits during such leave.
- i. On general paid holidays only those employees shall be on duty whose services are necessary.

### Section 3. Method of Compensation for Holiday Work

- a. Employees eligible for overtime pay as provided in the overtime provisions who are required to work on a general paid holiday shall be paid at one and one-half (1 ½) times their hourly rates for such hours worked, in addition to the number of work hours credited as provided in "f" above.
- b. If any of the above holidays fall on an employee's regular day off, the employee will be credited with the number of work hours for such day as provided in "f" above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- c. General paid holidays shall not be charged as vacation or sick leave.
- d. Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no pay for that day.

## ARTICLE XXIII. SICK LEAVE

### Section 1. Definitions

- a. **Immediate Family** shall be the following: spouse, child, parents, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, brother-in-law or sister-in-law of the employee (grandparents-in-law, not to exceed four occurrences).

- b. **Service** shall mean any period of time for which an employee receives wages.
- c. **Supplemental Employment** shall mean a paid off-duty job, including self-employment covered by sick leave benefits, health and accident insurance, Workers' Compensation or any combination thereof.

#### Section 2. Sick Leave Accumulation

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

#### Section 3. Recording Use of Sick Leave

Sick leave shall be charged to the nearest one-half (1/2) hour. 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.

#### Section 4. Permitted Uses — Bereavement and Sick Leave

- a. **Regular Use.**  
An employee shall be entitled to use his/her accumulated paid sick leave for any absence necessitated by his/her personal illness or by off-duty injury, not incurred in supplemental employment, upon application approved by his/her Department or Division Head.
- b. **Emergency Use.**
  - (1) An employee shall be entitled to take up to two (2) days bereavement leave, paid leave, without charge to sick leave, upon the death of any member of his/her immediate family. For the purpose of this provision only, immediate family shall include son-in-law and daughter-in-law.

- (2) An employee shall be entitled to use up to three (3) days of his/her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness requiring emergency medical treatment or death of any member of his/her immediate family upon application approved by his/her Department or Division Head. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.

c. Vacation Use.

An employee shall be entitled to use his/her accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by his/her Department or Division Head and subject to substantiation as hereinafter provided.

d. Compensatory Time Use.

An employee shall be entitled to use his/her accumulated compensatory time in lieu of paid sick leave upon application approved by his/her Department or Division Head.

#### Section 5. Excluded Uses

a. Paid sick leave shall not be authorized:

- (1) For personal injury incurred in supplemental employment.
- (2) The parties agree that the sick leave provisions of Article XXIII of the Labor Agreement between the City of Grand Rapids and the Grand Rapids Employees Independent Union shall not apply in the following circumstances: No benefits shall be paid to any employee claiming said benefits if the employee is found to have performed any work while on sick leave. For purposes of this stipulation, the term "any work" shall not include such work activity in and around the home of the employee when said work is not detrimental to recovery from

the illness or injury causing the absence as determined by the City Physician.

#### Section 6. Substantiation

An employee shall substantiate the use of sick leave by such reasonable means as his/her Department or Division Head may require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

#### Section 7. Physical Examination

An employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after an examination and release for work by the City Physician. In the event of a dispute, the question shall be subject to the grievance procedure and the grievance shall be presented at the Step 1. level.

#### Section 8. Unpaid Sick Leave

The City Manager shall, upon the advice and recommendation of the City Physician, grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Civil Service Board Rules.

#### Section 9. Pay for Unused Sick Leave

Unused accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days at the rate of One Dollar (\$1.00) per day times the years of continuous service for employees retiring, and at the rate of Fifty Cents (\$.50) per day times the years of continuous service for persons resigning.

#### Section 10. Notification

An employee who expects to be absent on sick leave must notify his/her Department as promptly as practical, depending on the circumstances, prior to the start of his/her scheduled shift. Failure to do so may result in denial of his/her claim for paid sick

leave. The employees shall report his/her status every third working day of absence unless hospitalized.

#### **ARTICLE XXIV. HUMANITARIAN CLAUSE**

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, Management will make every effort to place the employee in a position that he/she is physically and mentally able to perform; in so doing, Management will attempt to place the employee in a position as close as possible to his/her previous wage level. The promotional provisions of Article XII shall not be construed as a bar to appointing an individual under this provision to a classification with a higher maximum range.

Section 2. The parties agree to form a committee to review and develop a light duty work program. The Union and Management will each designate three individuals to serve on this committee. The committee will develop a plan to maximize the use of employees who have become disabled. The plan will be submitted to the City and the Union by January 1, 1988.

#### **ARTICLE XXV. LEAVE FOR UNION FUNCTIONS**

Section 1. Management will grant a total of twenty-eight (28) days of leave of absence with pay per year for members of the Union to attend functions of the Union, provided such leave is requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement, and any balance shall be carried over to a successor Agreement.

#### **ARTICLE XXVI. JURY LEAVE**

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



remuneration received for Jury Duty during the same period excluding mileage and meal allowances.

## **ARTICLE XXVII. INSURANCE**

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

Effective January 1, 1993, Management shall adjust the City basic group plan presently administered by the Travelers' Insurance Company to require the employee to pay an annual deductible of \$50 per calendar year of covered benefits, with a family deductible cap of \$100 per calendar year. It is understood by the parties that there will be a moratorium on any changes in the health care benefits and cost sharing for the contract period following December 31, 1994.

### Section 2.

- a. Management shall, at its expense, provide a Twenty Thousand Dollar (\$20,000) cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City Human Resources Department. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary, or

fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee.

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

- b. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with Management and the amount of benefits which would be payable under the Workers' Compensation Act would amount to less than Twenty Thousand Dollars (\$20,000), Management shall make a lump cash payment equal to the difference between the amount of Twenty Thousand Dollars (\$20,000) and the total Workers' Compensation benefits to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.
  - (1) For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include (a) the total weekly benefits

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

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

proceeding instituted under the Workers' Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of Twenty Thousand Dollars (\$20,000).

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

Section 3. It is agreed that Management will pay the hospitalization insurance premium for the retiree and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for Medicare or similar national health insurance benefits provided that: 1) the employee retires with thirty (30) years of service and is at least 50 years old; or 2) the employee is at least 62 years old and has eight (8) years of service; or 3) the employee is disabled pursuant to the provisions of the pension ordinance.

## ARTICLE XXVIII. PENSION

Section 1. The pension plan as amended shall be continued for the life of this Agreement.

- a. Effective 1/1/90, the pension ordinance shall be amended to reduce the present five (5) years final average salary factor to three (3) years. Such amendment shall apply to employees of record who retire on or after 1/1/90.
- b. Thirteenth Check Pension Supplement  
A supplement to the pension benefit currently received by retirees may occur annually in the form of a thirteenth pension check during the month of January. The issuance of said check will depend upon the availability of an accumulation of fifty percent (50%) of the actuarially determined net annual book value investment returns in excess of eight percent (8%) from Benefit and Casualty Reserve Funds. The amount available for distribution in any given year will be the average of the last five (5) years accumulation.
- c. Effective 1/1/90, the pension ordinance shall be amended to permit employees to purchase prior military service time at their sole total expense in accordance with the formulae and procedure outlined in the memorandum from the actuary.
- d. Effective 1/1/97, the City shall contribute an additional 1% with the employee contributing an additional .28% (for a total of 3.28%) toward the following improvements:
  - (1) Increase in multiplier from 2.4% to 2.5%.
  - (2) Improvement in spousal death in service retirement benefit.
  - (3) Improvement in spousal benefit for employees with over 40 years of service.

## **ARTICLE XXIX. UNIFORMS AND TOOL ALLOWANCE**

Section 1. Management will initially issue, at its expense, five (5) sets of uniforms (uniforms to mean one shirt and one pair of trousers). Employees will be issued uniforms within four-

teen (14) days following completion of their entrance probationary period. Following the initial issue, uniforms will be replaced on an as-needed, fair wear and tear basis. Employees issued uniforms shall be required to wear the uniform as a continuing condition of employment. Uniforms will not be worn on a day when an employee is off duty. Employees will be offered a choice of cotton or "stay pressed." Refuse Collection, Motor Equipment and Sewer Maintenance employees will be furnished with rental uniforms, in lieu of the standard uniforms. Employees in the classification of Meter Reader and Parking Violations Checker may, at their option, elect to be issued two (2) pairs of shorts in lieu of two (2) pairs of trousers.

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

Section 3. Except as otherwise provided in this Article, present practices with respect to uniforms shall be continued. Identified employees listed with the Labor Relations Office will be provided with boots in accordance with current City practices.

Section 4. Employees holding the classification of Mechanic, Carpenter, Autobody Repair Mechanic, Lead Equipment Mechanic, Heavy Equipment Mechanic or Light Equipment Mechanic whose tools are not furnished by Management, shall be paid an annual tool allowance of Thirty Dollars (\$30.00).

Section 5. When an employee leaves City employment, he/she shall turn in all of his/her Management issued uniforms then in his/her possession and all tools, safety equipment, other equipment, insignia, decals, and other similar materials, issued to him/her prior to his/her receiving his/her final paycheck.

## **ARTICLE XXX. MILITARY SERVICE VETERANS**

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

Section 2. In the event that a City employee is called to active military service, the City shall continue to provide paid health and hospitalization insurance for the employee's covered dependents for a period of up to one (1) year.

### **ARTICLE XXXI. WORKERS' COMPENSATION**

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's Workers' Compensation and supplement when combined shall not exceed his/her regular allowable take home pay.

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

### **ARTICLE XXXII. BULLETIN BOARDS**

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

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

### **ARTICLE XXXIII. NO DISCRIMINATION**

Section 1. The parties hereto agree that they shall not discriminate contrary to state or federal law. There will be no discrimination against any employee because of his/her duties as a Union official, steward, or committee member.

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

### **ARTICLE XXXIV. MAINTENANCE OF STANDARDS**

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

### **ARTICLE XXXV. AUTHORIZED REPRESENTATIVES**

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

### **ARTICLE XXXVI. SUPPLEMENTAL AGREEMENTS**

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

### **ARTICLE XXXVII. VALIDITY**

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



## ARTICLE XXXVIII. SAFETY

Section 1. The present safety program will be continued during the life of this Agreement. Departmental or Divisional Safety Meetings for all personnel will be held each month at times scheduled by Management. Minutes of such meetings shall be filed with the Safety Program Supervisor and Union appointed representatives. Union representatives on the Central Safety Committee may authorize exceptions to the monthly meetings.

### Section 1.a. Objective and Obligations of the Parties

The Union and the City will cooperate in the continuing objective to eliminate accidents and health hazards. The City shall furnish to each of its employees a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to the employees. The City shall provide adequate first aid to all employees during working hours.

### Section 2.a. Protective Devices, Wearing Apparel and Equipment

Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the City in accordance with practices now prevailing.

Section 2.b. When the City extends the use of protective apparel to new areas or issues new rules relative to the use of protective apparel, the matter will be reviewed by the involved Department Head and the Union departmental Safety Representative.

Section 2.c. When the City intends to purchase new protective devices, personal protective equipment or apparel, it shall consult with the Central Safety Committee.

Protective devices, wearing apparel and equipment shall be reviewed by the Central Safety Committee and listed in a safety book and shall be revised and brought up to date twice each year by the Central Safety Committee.

The City shall make reasonable provisions for the proper cleaning and maintenance of all safety equipment.

### Section 3. Union Safety Representation

- a. The Union appointed members (3) of the Central Safety Committee shall be allowed reasonable time paid at their regular rate during regularly scheduled work day to confer with the City's Risk Manager on matters affecting particular employee safety problems, upon notification and approval of their immediate supervisor outside of the bargaining unit. The "Special Meeting and Grievance Pass for Union Officials" form shall be used by the Union appointed members of the Central Safety Committee in connection with the purposes of this Section. Copies of all accident reports involving bargaining unit members shall be provided to the Union.

The Union Safety Chairperson will have access to any area where City employees are working at any time of the day or night after notification and approval of the City Risk Manager, if possible, or the available supervisor of the particular work site, and such access shall be scheduled as soon as possible.

- b. Area Planning Committee

Each department shall have one Union appointed Safety Representative.

### Section 4. Safety Complaints Procedure

- a. An employee who believes that he/she has a complaint or problem concerning safety or health shall first discuss it with his/her Foreperson. If the matter is not resolved as a result of such discussion, the Foreperson, employee, and departmental Safety Representative will promptly meet to discuss the matter in an attempt to resolve the problem. In the event that the matter is not resolved, the employee shall fill out a Safety Observation Report, Form 2001 (8/82), and send it to the City's Risk Manager and a copy to the Union Safety Chairperson. The

City Risk Manager shall investigate and respond in writing to the employee as expeditiously as possible and send a copy of the response to the Department Head and the Union Safety Chairperson. If the matter is not resolved, the Union Safety Chairperson may present the problem or complaint to the Central Safety Committee or subcommittee for review and recommendation to the City Manager or his/her designated representative. If the matter remains unresolved, the employee or the Union may file a grievance or complaint with MIOSHA.

- b. After notification to and approval from his/her Foreperson as to where the Union designated Safety Representative is going, he/she may leave his/her work area to visit other areas in this area of responsibility on problems of safety only. The Safety Representative shall notify the supervisor of the area where he/she is entering and shall report back to his/her Foreperson upon returning to his/her work area.

#### Section 5. Joint Safety Inspections

Safety inspections of work areas shall be scheduled by the City's Risk Manager. The Union shall be represented on any inspection that tours a work area used by members of this bargaining unit. The Union's representative shall be the Union designated representative of the affected area. A written report shall be made of the findings on the inspection tour and copies shall be furnished to the Union Safety Chairperson and the President of the Grand Rapids Employees Independent Union.

#### Section 6. Accident Review Procedure

- a. The City's Risk Manager and the Union Safety Chairperson shall conduct joint investigations of any accident involving the death of an employee or serious disabling injury causing potential extended periods of disability or permanent disability. The City's Risk Manager shall prepare a written report of the accident investigation findings. Such report shall be amended to incorporate any

supplemental or exception report of the Union Safety Chairperson or any employee or Management employee involved. Such investigation shall be completed as soon as possible.

A copy of the final accident investigation report shall be filed with the Central Safety Committee for review and advisory recommendation to the City Manager.

## Section 7. Disputes

It is the intent of the Parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question, and that the Union or an employee who believes that he/she is being so required shall have the right to:

- (1) File a grievance at the first step of the grievance procedure or a MIOSHA complaint, with such a grievance being given preferred attention; or
- (2) Relief from the job without loss of his/her right to return to such job, and at the City's discretion, assignment to any other job at the same rate-of-pay as may be available, provided, however, that no employee other than communicating the facts relating to the safety of the job, shall take any steps to prevent another employee from working on the job.

Once an employee has exercised his/her right to relief from the job, he/she shall remain with the Foreperson in the vicinity of the job while the safety of the job is in question. It shall be the responsibility of the Foreperson to notify the City's Risk Manager and the Union Safety Chairperson immediately.

Once relief has been requested and proper notification has been given to the City and the Union, an employee will not be docked pay for more than one hour. If the City's Risk Manager, or his/her designated representative, is not present within the hour, the employee shall be reassigned to another job as provided above, until such time as both the Union and the City safety representative have arrived. If the safety representatives

agree that the job is not unsafe or unhealthy beyond the normal hazard inherent in the operation in question, the employee will return to the job.

- (3) If the City's Risk Manager and the Union Safety Chairperson are unable to agree, then the matter shall be subjected to the grievance procedure or MIOSHA complaint procedure. If the condition is determined to be unsafe, the employee shall be paid for any lost wages.

### **ARTICLE XXXIX. CAR ALLOWANCE AND PARKING**

Section 1. Employees properly authorized and directed by Management to use their personal automobiles in the performance of City business shall be paid twenty-five cents (\$.25) per mile for such use.

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

Section 3. The City will reimburse employees for equipment operation license endorsements required by Management.

### **ARTICLE XL. ENTIRE AGREEMENT**

Section 1. During negotiations, each party had the right to make proposals with respect to all bargainable matters. This sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, except as such bargaining is provided for herein.

### **ARTICLE XLI. TERMINATION AND MODIFICATION**

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m. December 31, 1997. The parties agree

to begin negotiations on the amendment modification, extension and/or renewal of this Agreement between October 1 and October 15, 1997.

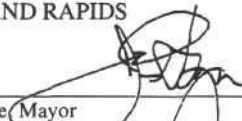
Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior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

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 27th day of December, 1994.

CITY OF GRAND RAPIDS

By   
John H. Logie Mayor

By Marie A. Gowell  
Marie A. Gowell, Acting City Clerk

GRAND RAPIDS EMPLOYEES INDEPENDENT UNION

By James E. Turner

By Douglas Kewald

By Cheryl G. Lupton

By James Boat

By Bob Kopinski

By Graham P. Robinson

WITNESSES:

Nancy Meyer

Jackie Hunt

APPROVED FOR MAYOR'S SIGNATURE

Michael D. McLiene  
Assistant City Attorney

**APPENDIX A**  
**CLASSIFICATION INDEX**

CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Abstract Clerk	147	13A	7
Accountant I	605	21A	7
Accounts Adjustment Coordinator	107	17A	7
Accounts Receivable Coordinator	112	21A	7
Administrative Secretary	185	15A	7
Air Pollution Control Inspector	523	18A	7
Air Pollution Control Inspector	523P	20A	7
Air Pollution Control Officer	524	22A	7
Arena Mechanic	434	17A	6
Assistant Sewer Maintenance Worker	412	10A	6
Assistant Water System Mechanic	427	12A	6
Autobody Repair Mechanic	447	16A	6
Building Inspector I	513	19A	7
Building Inspector II	514	22A	7
Building Maintenance Mechanic I	398	13A	6
Building Maintenance Mechanic II	399	16A	6
Building Maintenance Mechanic III	400	19A	6
Carpenter	445	16A	6
Cashier I	105P	10A	7
Cashier I	105	8A	7
Cashier II	106P	13A	7
Cashier II	106	11A	7
Chemist I	673	19A	7
Chemist II	674	23A	7
Civil Engineer I	648	22A	7
Collections Agent	104	16A	7
Copy Center Operator	153	7A	7
Custodian	316	10A	6
Customer Services Specialist	190	18A	6



CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Draftsperson I	913	13A	7
Draftsperson II	914	17A	7
Economic Development Assistant	736	18A	7
Electrical Inspector I	516	19A	7
Electrical Inspector II	517	22A	7
Electrician I	459	17A	6
Electrician II	460	19A	7
Employment Services Specialist	233	18A	7
Engineering Assistant I	918	16A	7
Engineering Assistant II	919	22A	7
Equipment Operator I	325	10A	6
Equipment Operator II	326	14A	6
Equipment Service Worker	308	12A	6
Financial Assistant I	108	11A	7
Financial Assistant I	108P	13A	7
Financial Assistant II	109	13A	7
Financial Service Manager	604	22A	7
Fire Hazard Inspector	802	18A	7
Graphic Illustrator	907	17A	7
Groundskeeper I	393	9A	6
Groundskeeper I	393P	11A	6
Groundskeeper II	394	12A	6
Groundskeeper III	395	15A	6
Heavy Equipment Mechanic	456	17A	6
Housing Inspector I	527	17A	7
Housing Inspector II	531	20A	7
Housing Rehab Specialist	139	17A	7
Income Tax Examiner	608	21A	7
Income Tax Field Auditor	111	15A	7
Instrument Technician	458P	19A	6
Instrument Technician	458	18A	6
Investment Analyst	121	21A	7

<b>CLASSIFICATION TITLE</b>	<b>CODE NO.</b>	<b>RANGE NO.</b>	<b>SALARY STEPS</b>
Laboratory Technician I	925	14A	7
Laboratory Technician II	926	16A	7
Laboratory Technician II	926P	15A	7
Landscape Architect	704	26A	7
Lead Custodian	317	12A	6
Lead Equipment Mechanic	457	19A	6
Licensing Coordinator	520	21A	7
Light Equipment Mechanic	455	16A	6
Line Foreperson	424	20A	6
Lineworker I	422	13A	6
Lineworker II	423	17A	6
Machinist	443	17A	6
Maintenance Assistant I	409P	9A	6
Maintenance Assistant I	409	7A	6
Maintenance Assistant II	410	10A	6
Maintenance Painter	448	16A	6
Mechanical Inspector I	505	19A	7
Mechanical Inspector II	506	22A	7
Meter Reader I	320	10A	6
Meter Reader II	321	12A	6
Meter Reader Specialist	322	16A	6
Office Assistant I	178Q	8A	7
Office Assistant I	178P	9A	7
Office Assistant I	178	7A	7
Office Assistant II	179	10A	7
Office Assistant II	179P	12A	7
Office Assistant II	179Q	11A	7
Office Assistant III	180	12A	7
Office Assistant IV	181	15A	7
Office Assistant IV	181P	16A	7
Parking Facility Attendant I	301P	9A	6
Parking Facility Attendant I	301	5A	6
Parking Facility Attendant II	302	10A	6

CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Parking Meter Repairworker	433	12A	6
Parking Meter Serviceworker	310	10A	6
Parking Violations Checker	805P	9A	7
Parking Violations Checker	805	7A	7
Parking Violations Leadworker	806	12A	7
Personal Property Tax Auditor	603	22A	7
Planner I	707	20A	7
Planner II	708	23A	7
Planning Aide	960	9A	7
Plant Assistant	404	12A	6
Plumber	449P	19A	6
Plumber	449	17A	6
Plumbing Inspector I	507	19A	7
Plumbing Inspector II	508	22A	7
Property Inspector	512	12A	7
Public Accounts Collector	103	16A	7
Radio Maintenance Mechanic	946	12A	7
Radio Technician	947	17A	7
Real Property Appraiser I	161	15A	7
Real Property Appraiser II	162	19A	7
Real Property Appraiser III	163	23A	7
Refuse Packer Operator	324	14A	6
Right-of-Way Agent	904	20A	7
Section 8 Specialist I	133	15A	7
Section 8 Specialist II	134	19A	7
Security Guard	314	10A	6
Senior Water System Mechanic	432	19A	6
Sewer Camera Monitor Operator	415	16A	6
Sewer Maintenance Worker I	413	12A	6
Sewer Maintenance Worker II	414	15A	6
Sidewalk Inspector	503	15A	7
Sign Fabricator	452	15A	6
Sign Fabricator Assistant	451	10A	6

CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Signals Electronics Tech. I	440	17A	6
Signals Electronics Tech. II	441	18A	6
Sound Technician	453	15A	6
Special Events Aide	328	14A	6
Stage Manager	333	18A	6
Storekeeper I	166	12A	7
Storekeeper II	167	14A	7
Streets & Sanitation Crew Leader	411	16A	6
Survey Party Chief	909	17A	7
Traffic Engineer	649	24A	7
Traffic Signal Electrician	444	17A	6
Traffic Systems Programmer	903P	20A	7
Traffic Systems Programmer	903	17A	7
Traffic Technician	901	16A	7
Tree Surgeon	392	15A	6
Tree Trimmer I	390	11A	6
Tree Trimmer II	391	14A	6
Trench Inspector	501	16A	7
Utilities Crew Leader	431	16A	6
Utility Locator	419	14A	6
Utility Maintenance Mechanic I	435	12A	6
Utility Maintenance Mechanic II	436	16A	6
Utility Maintenance Mechanic III	437	18A	6
Vehicle Service Worker	307	9A	6
Wastewater Plant Operator I	405	12A	6
Wastewater Plant Operator II	406	16A	6
Wastewater Plant Operator II	406P	15A	6
Water Meter Repairworker I	428	10A	6
Water Meter Repairworker II	429	13A	6
Water Plant Operator I	402	12A	6
Water Plant Operator II	403P	15A	6
Water Plant Operator II	403	16A	6

CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Water Pollution Control Inspector	521	21A	7
Water Pollution Control Officer	522	26A	7
Water Service Specialist	425	16A	6
Water Service Worker I	416	12A	6
Water Service Worker II	417	14A	6
Water System Mechanic	430	16A	6
Welder	438	16A	6
Zoning Inspector	510	15A	7
Zoning Investigator	511	18A	7

#### APPENDIX A (CONTINUED)

All persons within their original Civil Service probationary period are represented for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, except for discipline and discharge for reasons other than Union activity. Any claim involving allegations of illegal discrimination by a terminated probationary employee may be filed with the City Labor Relations Department. The Labor Relations Department will conduct a review and file a report concerning the allegation, a copy of which shall be sent to the employee and the Union.

#### Excluded Employees

All persons employed in the City Manager's Office.

Secretaries to the following:

- Assistant City Manager
- Human Resources Director
- Labor Relations Director
- City Comptroller
- Fire Chief
- Police Chief

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

## APPENDIX B

### UNION STEWARDS

The Union shall designate stewards as indicated below not to exceed the maximum number for each area.

Area	Maximum Stewards	
Public Works Services	8	1 chief
Community Enrichment Services	4	1 chief
Planning and Development Services	2	1 chief
Administrative and Fiscal Services	4	1 chief
Miscellaneous	<u>7</u>	
	TOTAL	25

#### Public Works Services

Streets and Sanitation

Environmental Services (Wastewater, Air Pollution and Sewer Maintenance)

Traffic Safety and Parking Services (Traffic Signals, Office, Sign Shop, Ramps, Meters, Violation Checkers)

Lakeshore Pumping and Filtration

Water Works Repair and Business Office

Coldbrook Pumping and Monroe Filtration

Motor Equipment System

Street Lighting

#### Community Enrichment Services

Parks

Cemeteries

Community Enrichment Services and Grand Center

#### Planning and Development

Neighborhood Improvement Office, Sheldon Complex

Grants Management and Planning

## **Administrative and Fiscal Services**

Budget, Purchasing, Administrative  
Police and Fire Civilian (Clerical, Inspectors and Garage)  
City Assessor's, Income Tax, Clerk's Office and Treasurer's  
Engineer's Office

The provisions of Appendix B shall be subject to adjustment upon mutual agreement between the parties as a result of City reorganization or shift changes, if such provisions are determined to be inadequate.

**APPENDIX C**  
**NONUNIFORMED EMPLOYEE BARGAINING UNIT**  
**ANNUAL SALARY SCHEDULE**  
 (With Rounded Hourly Equivalent Rates)

**EFFECTIVE JANUARY 1, 1995**

**STEPS**

SALARY RANGE NUMBER	H	A	B
1A	\$16,516	17,506	18,151
	7.94	8.42	8.73
2A	17,123	18,151	18,689
	8.23	8.73	8.99
3A	17,631	18,689	19,284
	8.48	8.99	9.27
4A	18,190	19,284	19,874
	8.75	9.27	9.55
5A	18,749	19,874	20,627
	9.01	9.55	9.92
6A	19,458	20,627	21,218
	9.35	9.92	10.20
7A	20,019	21,218	21,920
	9.62	10.20	10.54
8A	20,677	21,920	22,620
	9.94	10.54	10.88
9A	21,339	22,620	23,372
	10.26	10.88	11.24
10A	22,054	23,372	24,183
	10.60	11.24	11.63
11A	22,812	24,183	24,987
	10.97	11.63	12.01
12A	23,575	24,987	25,905
	11.33	12.01	12.45



C	D	E	F
18.689	19.284	19.874	20.627
8.99	9.27	9.55	9.92
19.284	19.874	20.627	21.218
9.27	9.55	9.92	10.20
19.874	20.627	21.218	21.920
9.55	9.92	10.20	10.54
20.627	21.218	21.920	22.620
9.92	10.20	10.54	10.88
21.218	21.920	22.620	23.372
10.20	10.54	10.88	11.24
21.920	22.620	23.372	24.183
10.54	10.88	11.24	11.63
22.620	23.372	24.183	24.987
10.88	11.24	11.63	12.01
23.372	24.183	24.987	25.905
11.24	11.63	12.01	12.45
24.183	24.987	25.905	26.927
11.63	12.01	12.45	12.95
24.987	25.905	26.927	27.955
12.01	12.45	12.95	13.44
25.905	26.927	27.955	28.976
12.45	12.95	13.44	13.93
26.927	27.955	28.976	30.051
12.95	13.44	13.93	14.45

**STEPS****SALARY  
RANGE  
NUMBER****H****A****B**

13A	24,438 11.75	25,905 12.45	26,927 12.95
14A	25,406 12.21	26,927 12.95	27,955 13.44
15A	26,371 12.68	27,955 13.44	28,976 13.93
16A	27,333 13.14	28,976 13.93	30,051 14.45
17A	28,352 13.63	30,051 14.45	31,242 15.02
18A	29,470 14.17	31,242 15.02	32,369 15.56
19A	30,536 14.68	32,369 15.56	33,606 16.16
20A	31,705 15.24	33,606 16.16	34,959 16.81
21A	32,975 15.85	34,959 16.81	36,142 17.38
22A	34,094 16.39	36,142 17.38	37,377 17.97
23A	35,263 16.95	37,377 17.97	38,618 18.57
24A	36,428 17.51	38,618 18.57	39,964 19.21
25A	37,700 18.13	39,964 19.21	41,359 19.88
26A	39,020 18.76	41,359 19.88	42,871 20.61

C	D	E	F
27,955	28,976	30,051	31,242
13.44	13.93	14.45	15.02
28,976	30,051	31,242	32,369
13.93	14.45	15.02	15.56
30,051	31,242	32,369	33,606
14.45	15.02	15.56	16.16
31,242	32,369	33,606	34,959
15.02	15.56	16.16	16.81
32,369	33,606	34,959	36,142
15.56	16.16	16.81	17.38
33,606	34,959	36,142	37,377
16.16	16.81	17.38	17.97
34,959	36,142	37,377	38,618
16.81	17.38	17.97	18.57
36,142	37,377	38,618	39,964
17.38	17.97	18.57	19.21
37,377	38,618	39,964	41,359
17.97	18.57	19.21	19.88
38,618	39,964	41,359	42,871
18.57	19.21	19.88	20.61
39,964	41,359	42,871	44,434
19.21	19.88	20.61	21.36
41,359	42,871	44,434	46,055
19.88	20.61	21.36	22.14
42,871	44,434	46,055	47,868
20.61	21.36	22.14	23.01
44,434	46,055	47,868	49,754
21.36	22.14	23.01	23.92

**APPENDIX D**  
**NONUNIFORMED EMPLOYEE BARGAINING UNIT**  
**ANNUAL SALARY SCHEDULE**  
 (With Rounded Hourly Equivalent Rates)

**EFFECTIVE JULY 1, 1995**

**STEPS**

SALARY RANGE NUMBER	H	A	B
1A	\$16,765 8.06	\$17,784 8.55	\$18,429 8.86
2A	17,368 8.35	18,429 8.86	18,990 9.13
3A	17,909 8.61	18,990 9.13	19,573 9.41
4A	18,470 8.88	19,573 9.41	20,155 9.69
5A	19,011 9.14	20,155 9.69	20,946 10.07
6A	19,718 9.48	20,946 10.07	21,528 10.35
7A	20,301 9.76	21,528 10.35	22,256 10.70
8A	20,987 10.09	22,256 10.70	22,984 11.05
9A	21,653 10.41	22,984 11.05	23,733 11.41
10A	22,360 10.75	23,733 11.41	24,565 11.81
11A	23,150 11.13	24,565 11.81	25,334 12.18
12A	23,899 11.49	25,334 12.18	26,270 12.63

C	D	E	F
\$18,990	\$19,573	\$20,155	\$20,946
9.13	9.41	9.69	10.07
19,573	20,155	20,946	21,528
9.41	9.69	10.07	10.35
20,155	20,946	21,528	22,256
9.69	10.07	10.35	10.70
20,946	21,528	22,256	22,984
10.07	10.35	10.70	11.05
21,528	22,256	22,984	23,733
10.35	10.70	11.05	11.41
22,256	22,984	23,733	24,565
10.70	11.05	11.41	11.81
22,984	23,733	24,565	25,334
11.05	11.41	11.81	12.18
23,733	24,565	25,334	26,270
11.41	11.81	12.18	12.63
24,565	25,334	26,270	27,352
11.81	12.18	12.63	13.15
25,334	26,270	27,352	28,371
12.18	12.63	13.15	13.64
26,270	27,352	28,371	29,390
12.63	13.15	13.64	14.13
27,352	28,371	29,390	30,514
13.15	13.64	14.13	14.67

## STEPS

SALARY RANGE NUMBER	H	A	B
13A	24,794	26,270	27,352
	11.92	12.63	13.15
14A	25,771	27,352	28,371
	12.39	13.15	13.64
15A	26,770	28,371	29,390
	12.87	13.64	14.13
16A	27,726	29,390	30,514
	13.33	14.13	14.67
17A	28,766	30,514	31,699
	13.83	14.67	15.24
18A	29,910	31,699	32,843
	14.38	15.24	15.79
19A	30,992	32,843	34,112
	14.90	15.79	16.40
20A	32,157	34,112	35,485
	15.46	16.40	17.06
21A	33,446	35,485	36,691
	16.08	17.06	17.64
22A	34,590	36,691	37,939
	16.63	17.64	18.24
23A	35,776	37,939	39,208
	17.20	18.24	18.85
24A	36,962	39,208	40,539
	17.77	18.85	19.49
25A	38,272	40,539	41,954
	18.40	19.49	20.17
26A	39,603	41,954	43,493
	19.04	20.17	20.91

C	D	E	F
28,371	29,390	30,514	31,699
13.64	14.13	14.67	15.24
29,390	30,514	31,699	32,843
14.13	14.67	15.24	15.79
30,514	31,699	32,843	34,112
14.67	15.24	15.79	16.40
31,699	32,843	34,112	35,485
15.24	15.79	16.40	17.06
32,843	34,112	35,485	36,691
15.79	16.40	17.06	17.64
34,112	35,485	36,691	37,939
16.40	17.06	17.64	18.24
35,485	36,691	37,939	39,208
17.06	17.64	18.24	18.85
36,691	37,939	39,208	40,539
17.64	18.24	18.85	19.49
37,939	39,208	40,539	41,954
18.24	18.85	19.49	20.17
39,208	40,539	41,954	43,493
18.85	19.49	20.17	20.91
40,539	41,954	43,493	45,074
19.49	20.17	20.91	21.67
41,954	43,493	45,074	46,738
20.17	20.91	21.67	22.47
43,493	45,074	46,738	48,568
20.91	21.67	22.47	23.35
45,074	46,738	48,568	50,482
21.67	22.47	23.35	24.27

**APPENDIX E**  
**NONUNIFORMED EMPLOYEE BARGAINING UNIT**  
**ANNUAL SALARY SCHEDULE**  
 (With Rounded Hourly Equivalent Rates)

**EFFECTIVE JANUARY 1, 1996**

**STEPS**

SALARY RANGE NUMBER	H	A	B
1A	\$17,014 8.18	\$18,054 8.68	\$18,699 8.99
2A	17,618 8.47	18,699 8.99	19,282 9.27
3A	18,179 8.74	19,282 9.27	19,864 9.55
4A	18,741 9.01	19,864 9.55	20,446 9.83
5A	19,282 9.27	20,446 9.83	21,258 10.22
6A	19,989 9.61	21,258 10.22	21,840 10.50
7A	20,592 9.90	21,840 10.50	22,589 10.86
8A	21,299 10.24	22,589 10.86	23,338 11.22
9A	21,965 10.56	23,338 11.22	24,086 11.58
10A	22,672 10.90	24,086 11.58	24,939 11.99
11A	23,483 11.29	24,939 11.99	25,688 12.35
12A	24,232 11.65	25,688 12.35	26,645 12.81



C	D	E	F
\$19,282	\$19,864	\$20,446	\$21,258
9.27	9.55	9.83	10.22
19,864	20,446	21,258	21,840
9.55	9.83	10.22	10.50
20,446	21,258	21,840	22,589
9.83	10.22	10.50	10.86
21,258	21,840	22,589	23,338
10.22	10.50	10.86	11.22
21,840	22,589	23,338	24,086
10.50	10.86	11.22	11.58
22,589	23,338	24,086	24,939
10.86	11.22	11.58	11.99
23,338	24,086	24,939	25,688
11.22	11.58	11.99	12.35
24,086	24,939	25,688	26,645
11.58	11.99	12.35	12.81
24,939	25,688	26,645	27,768
11.99	12.35	12.81	13.35
25,688	26,645	27,768	28,787
12.35	12.81	13.35	13.84
26,645	27,768	28,787	29,806
12.81	13.35	13.84	14.33
27,768	28,787	29,806	30,971
13.35	13.84	14.33	14.89

**STEPS****SALARY  
RANGE  
NUMBER****H****A****B**

13A	25,147 12.09	26,645 12.81	27,768 13.35
14A	26,146 12.57	27,768 13.35	28,787 13.84
15A	27,165 13.06	28,787 13.84	29,806 14.33
16A	28,122 13.52	29,806 14.33	30,971 14.89
17A	29,182 14.03	30,971 14.89	32,157 15.46
18A	30,347 14.59	32,157 15.46	33,322 16.02
19A	31,450 15.12	33,322 16.02	34,611 16.64
20A	32,614 15.68	34,611 16.64	36,005 17.31
21A	33,925 16.31	36,005 17.31	37,232 17.90
22A	35,090 16.87	37,232 17.90	38,501 18.51
23A	36,296 17.45	38,501 18.51	39,790 19.13
24A	37,502 18.03	39,790 19.13	41,122 19.77
25A	38,834 18.67	41,122 19.77	42,557 20.46
26A	40,186 19.32	42,557 20.46	44,117 21.21

C	D	E	F
28,787	29,806	30,971	32,157
13.84	14.33	14.89	15.46
29,806	30,971	32,157	33,322
14.33	14.89	15.46	16.02
30,971	32,157	33,322	34,611
14.89	15.46	16.02	16.64
32,157	33,322	34,611	36,005
15.46	16.02	16.64	17.31
33,322	34,611	36,005	37,232
16.02	16.64	17.31	17.90
34,611	36,005	37,232	38,501
16.64	17.31	17.90	18.51
36,005	37,232	38,501	39,790
17.31	17.90	18.51	19.13
37,232	38,501	39,790	41,122
17.90	18.51	19.13	19.77
38,501	39,790	41,122	42,557
18.51	19.13	19.77	20.46
39,790	41,122	42,557	44,117
19.13	19.77	20.46	21.21
41,122	42,557	44,117	45,718
19.77	20.46	21.21	21.98
42,557	44,117	45,718	47,424
20.46	21.21	21.98	22.80
44,117	45,718	47,424	49,275
21.21	21.98	22.80	23.69
45,718	47,424	49,275	51,210
21.98	22.80	23.69	24.62

**APPENDIX F**  
**NONUNIFORMED EMPLOYEE BARGAINING UNIT**  
**ANNUAL SALARY SCHEDULE**  
 (With Rounded Hourly Equivalent Rates)

**EFFECTIVE JULY 1, 1996**

**STEPS**

SALARY RANGE NUMBER	H	A	B
1A	\$17.264 8.30	\$18.325 8.81	\$18.970 9.12
2A	17.867 8.59	18.970 9.12	19.573 9.41
3A	18.450 8.87	19.573 9.41	20.155 9.69
4A	19.011 9.14	20.155 9.69	20.738 9.97
5A	19.552 9.40	20.738 9.97	21.570 10.37
6A	20.259 9.74	21.570 10.37	22.152 10.65
7A	20.883 10.04	22.152 10.65	22.922 11.02
8A	21.611 10.39	22.922 11.02	23.691 11.39
9A	22.277 10.71	23.691 11.39	24.440 11.75
10A	22.984 11.05	24.440 11.75	25.314 12.17
11A	23.816 11.45	25.314 12.17	26.042 12.52
12A	24.565 11.81	26.042 12.52	27.019 12.99

C	D	E	F
\$19.573	\$20.155	\$20.738	\$21.570
9.41	9.69	9.97	10.37
20.155	20.738	21.570	22.152
9.69	9.97	10.37	10.65
20.738	21.570	22.152	22.922
9.97	10.37	10.65	11.02
21.570	22.152	22.922	23.691
10.37	10.65	11.02	11.39
22.152	22.922	23.691	24.440
10.65	11.02	11.39	11.75
22.922	23.691	24.440	25.314
11.02	11.39	11.75	12.17
23.691	24.440	25.314	26.042
11.39	11.75	12.17	12.52
24.440	25.314	26.042	27.019
11.75	12.17	12.52	12.99
25.314	26.042	27.019	28.184
12.17	12.52	12.99	13.55
26.042	27.019	28.184	29.203
12.52	12.99	13.55	14.04
27.019	28.184	29.203	30.222
12.99	13.55	14.04	14.53
28.184	29.203	30.222	31.429
13.55	14.04	14.53	15.11

## STEPS

SALARY RANGE NUMBER	H	A	B
13A	25,501	27,019	28,184
	12.26	12.99	13.55
14A	26,520	28,184	29,203
	12.75	13.55	14.04
15A	27,560	29,203	30,222
	13.25	14.04	14.53
16A	28,517	30,222	31,429
	13.71	14.53	15.11
17A	29,598	31,429	32,614
	14.23	15.11	15.68
18A	30,784	32,614	33,800
	14.80	15.68	16.25
19A	31,907	33,800	35,110
	15.34	16.25	16.88
20A	33,072	35,110	36,525
	15.90	16.88	17.56
21A	34,403	36,525	37,773
	16.54	17.56	18.16
22A	35,589	37,773	39,062
	17.11	18.16	18.78
23A	36,816	39,062	40,373
	17.70	18.78	19.41
24A	38,043	40,373	41,704
	18.29	19.41	20.05
25A	39,395	41,704	43,160
	18.94	20.05	20.75
26A	40,768	43,160	44,741
	19.60	20.75	21.51

C	D	E	F
29,203	30,222	31,429	32,614
14.04	14.53	15.11	15.68
30,222	31,429	32,614	33,800
14.53	15.11	15.68	16.25
31,429	32,614	33,800	35,110
15.11	15.68	16.25	16.88
32,614	33,800	35,110	36,525
15.68	16.25	16.88	17.56
33,800	35,110	36,525	37,773
16.25	16.88	17.56	18.16
35,110	36,525	37,773	39,062
16.88	17.56	18.16	18.78
36,525	37,773	39,062	40,373
17.56	18.16	18.78	19.41
37,773	39,062	40,373	41,704
18.16	18.78	19.41	20.05
39,062	40,373	41,704	43,160
18.78	19.41	20.05	20.75
40,373	41,704	43,160	44,741
19.41	20.05	20.75	21.51
41,704	43,160	44,741	46,363
20.05	20.75	21.51	22.29
43,160	44,741	46,363	48,110
20.75	21.51	22.29	23.13
44,741	46,363	48,110	49,982
21.51	22.29	23.13	24.03
46,363	48,110	49,982	51,938
22.29	23.13	24.03	24.97

## CLASSIFICATION SERIES LIST

(Per Article XIII, Section 3)

It is the intent that the following list is a guide and is not intended to limit the opportunity for transfer or demotion in lieu of layoff.

603	Personal Property Tax Auditor	22A
604	Financial Service Manager	22A
605	Accountant I	21A
608	Income Tax Examiner	21A
112	Accounts Receivable Coordinator	21A
121	Investment Analyst	21A
107	Accounts Adjustment Coordinator	17A
111	Income Tax Field Auditor	15A
106P	Cashier II	13A
109	Financial Assistant II	13A
108P	Financial Assistant I	13A
108	Financial Assistant I	11A
106	Cashier II	11A
105P	Cashier I	10A
105	Cashier I	8A
506	Mechanical Inspector II	22A
505	Mechanical Inspector I	19A
524	Air Pollution Control Officer	22A
523P	Air Pollution Control Inspector	20A
523	Air Pollution Control Inspector	18A
704	Landscape Architect	26A
907	Graphic Illustrator	17A
914	Draftsperson II	17A
395	Groundskeeper III	15A
394	Groundskeeper II	12A
393P	Groundskeeper I	11A
438	Welder	16A
443	Machinist	17A



400	Building Maintenance Mechanic III	19A
434	Arena Mechanic	17A
445	Carpenter	16A
399	Building Maintenance Mechanic II	16A
411	Streets and Sanitation Crew Leader	16A
452	Sign Fabricator	15A
328	Special Events Aide	14A
324	Refuse Packer Operator	14A
326	Equipment Operator II	14A
451	Sign Fabricator Assistant	10A
708	Planner II	23A
960	Planning Aide	9A
163	Real Property Appraiser III	23A
162	Real Property Appraiser II	19A
147	Abstract Clerk	13A
392	Tree Surgeon	15A
391	Tree Trimmer II	14A
390	Tree Trimmer I	11A
333	Stage Manager	18A
453	Sound Technician	15A
190	Customer Service Specialist	18A
181P	Office Assistant IV	16A
181	Office Assistant IV	15A
185	Administrative Secretary	15A
180	Office Assistant III	12A
179P	Office Assistant II	12A
179Q	Office Assistant II	11A
179	Office Assistant II	10A
178P	Office Assistant I	9A
178Q	Office Assistant I	8A
178	Office Assistant I	7A
153	Copy Center Operator	7A

167	Storekeeper II	14A
166	Storekeeper I	12A
233	Employment Services Specialist	18A
736	Economic Development Assistant	18A
103	Public Accounts Collector	16A
104	Collections Agent	16A
649	Traffic Engineer	24A
648	Civil Engineer	22A
919	Engineering Assistant II	22A
904	Right-of-Way Agent	20A
909	Survey Party Chief	17A
918	Engineering Assistant I	16A
501	Trench Inspector	16A
522	Water Pollution Control Officer	26A
674	Chemist II	23A
521	Water Pollution Control Inspector	21A
926	Laboratory Technician II	16A
926P	Laboratory Technician II	15A
520	Licensing Coordinator	21A
531	Housing Inspector II	20A
134	Section 8 Specialist II	19A
947	Radio Technician	17A
139	Housing Rehabilitation Specialist	17A
527	Housing Inspector I	17A
133	Section 8 Specialist I	15A
512	Property Inspector	12A
946	Radio Maintenance Mechanic	12A
514	Building Inspector II	22A
513	Building Inspector I	19A
511	Zoning Investigator	18A

802	Fire Hazard Inspector	18A
510	Zoning Inspector	15A
517	Electrical Inspector II	22A
516	Electrical Inspector I	19A
460	Electrician II	19A
441	Signal Electronic Technician II	18A
440	Signal Electronic Technician I	17A
459	Electrician I	17A
444	Traffic Signal Electrician	17A
508	Plumbing Inspector II	22A
507	Plumbing Inspector I	19A
449P	Plumber	19A
449	Plumber	17A
458P	Instrument Technician	19A
458	Instrument Technician	18A
903P	Traffic Systems Programmer	20A
903	Traffic Systems Programmer	17A
901	Traffic Technician	16A
431	Utilities Crew Leader	16A
415	Sewer Camera Monitor Operator	16A
414	Sewer Maintenance Worker II	15A
413	Sewer Maintenance Worker I	12A
432	Senior Water System Mechanic	19A
425	Water Service Specialist	18A
430	Water System Mechanic	16A
417	Water Serviceworker II	14A
429	Water Meter Repairworker II	13A
416	Water Serviceworker I	12A
427	Assistant Water System Mechanic	12A
428	Water Meter Repairworker I	10A

322	Meter Reader Specialist	16A
321	Meter Reader II	12A
403	Water Plant Operator II	16A
403P	Water Plant Operator II	15A
457	Lead Equipment Mechanic	19A
456	Heavy Equipment Mechanic	17A
455	Light Equipment Mechanic	16A
447	Autobody Repair Mechanic	16A
406	Wastewater Plant Operator II	16A
406P	Wastewater Plant Operator II	15A
308	Equipment Service Worker	12A
404	Plant Assistant	12A
307	Vehicle Service Worker	9A
437	Utility Maintenance Mechanic III	18A
436	Utility Maintenance Mechanic II	16A
424	Line Foreperson	20A
423	Lineworker II	17A
316	Lead Custodian	12A
806	Parking Violations Leadworker	12A
433	Parking Meter Repairworker	12A
316	Custodian	10A
310	Parking Meter Serviceworker	10A
302	Parking Facility Attendant II	10A
301P	Parking Facility Attendant I	9A
805P	Parking Violations Checker	9A
805	Parking Violations Checker	7A
301	Parking Facility Attendant I	5A
448	Maintenance Painter	16A
314	Security Guard	10A

## **1. LETTER OF INTENT — SICK LEAVE BENEFITS**

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

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

## **2. LETTER OF UNDERSTANDING — LAYOFF**

The purpose of this letter is to clarify that portion of Article XIII., Section 3., having to do with a demotion or transfer in lieu of layoff.

In the event an employee has been sent a notice of lay-off, that employee will be asked to report to the Human Resources Department for the purpose of reviewing the employee's personal qualifications in connection with placement in another unit position for which the employee is qualified and has greater seniority than the least senior person currently in the position.

If the unit position for which the employee has interest and possesses the necessary qualifications is in the competitive class, the employee will be subjected to the regular Civil Service Examination for the position for the purpose of confirming qualification for the position. A passing grade on the test will be required in order to establish qualification.

**3. LETTER OF UNDERSTANDING — JOB SECURITY AND WELFARE**

The City acknowledges the legitimate concern of the Union over the job security and welfare of its members. During negotiations, the parties reviewed in depth the financial condition of the City and subsequent limiting effects upon negotiations. The Union expressed its concern and the City agreed in principal that the Grand Rapids Employees Independent Union unit employees should not be asked to forego wage and benefit increases and in addition absorb a disproportionate loss of jobs as a result of any adverse Act 312 arbitration awards to public safety units. However, the City reserves the right and responsibility to determine the most appropriate allocation of resources in the best interests of the community, as decided by the City Commission. Consistent with such ultimate right and responsibility, the City will take into consideration the terms of this settlement along with other appropriate factors as determined by the City Commission.

**4. LETTER OF UNDERSTANDING — REPAYMENT OF OVERPAYMENT BY CITY**

During the 1982 negotiations, the Union expressed a concern that, on occasion, employees receive an overpayment of money from the City. When this occurs, it is necessary for the employee to make arrangements to repay the sum owed to the City. It is agreed that the arrangements made in this event will not cause an undue hardship to the employee and will provide the employee with the opportunity to repay the amount in question over a reasonable period of time. Such repayment shall be made in accordance with all applicable statutes.

## **5. CALL BACK STIPULATION**

- A. The call back provision shall be applicable only in the case where an employee has both punched out and actually left City premises without knowing of the need for the work involved.
- B. The call back provision shall be applicable in the case where an employee who is on the City's premises before his/her regular starting time without as yet having punched in for that shift, is assigned work by Management to be done before his/her regular starting time.
- C. Call back pay shall start one-half (1/2) hour prior to the time the employee reports for duty.

## **6. STIPULATION ON FORTY (40) HOUR WEEK**

In consideration of the above terms and conditions, the City will not reduce the work week below forty (40) hours in lieu of layoffs.

## **7. LETTER OF UNDERSTANDING — STAND-BY ARRANGEMENTS**

During the 1982 negotiations, the parties endeavored to identify the department/divisions and classifications affected by the standby arrangements referred to in Article XIV, Section 4.

### **Water Service Repair**

Water Service Worker I

Water Service Worker II

### **Signals and Lighting**

Lineworker I

Lineworker II

Line Foreperson

Electrician I

Signals Electronics Tech. I

Signals Electronics Tech. II

Traffic Signal Electrician

## **8. MEMORANDUM OF UNDERSTANDING — ARBITRATORS**

The parties hereby set forth this understanding of the procedure which may be used to mutually select an arbitrator under the provisions of Article IX, Section 3, Step 3.B.a.

Using the following list of arbitrators, the parties shall alternately strike names until one name remains:

Elliot Beitner	David Grissom
Malcolm House	Elaine Frost
George Roumell Jr.	Ruth Kahn
Sam Shaw	

The arbitrator shall be contacted and asked if he/she would be willing to accept the appointment. The parties may, upon mutual agreement, utilize an arbitrator not included on the above list. If the arbitrator declines the appointment, the procedure shall be repeated. This Memorandum shall not serve to prevent either party from rejecting all names on the list and proceeding with or insisting on the filing with the American Arbitration Association.

## **9. SMOKING POLICY**

Designated smoking areas shall not be amended without the mutual agreement of the parties during the life of the Agreement. Employee disputes shall be referred to the Central Safety Committee for resolution.

The parties agree to establish a committee consisting of equal numbers of management and union appointees to identify and attempt to consolidate designated smoking areas within the City's facilities and properties.

## **10. TUITION REIMBURSEMENT**

The City will attempt to equitably distribute available resources from the tuition reimbursement appropriation.



Bargaining unit employees shall be eligible for not more than four classes per year subject to funding.

#### **11. SUPPLEMENTAL INSURANCE FUND**

Effective January 1, 1990, the City shall contribute .5% of the unit base payroll annually to the supplemental insurance fund. Such fund shall be administered by the Grand Rapids General Retirement System Pension Board of Trustees, in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance shall be developed by the parties in conjunction with the 13th Pension Check Committee, as provided above on behalf of Grand Rapids Employees Independent Union bargaining unit members only.

#### **12. LETTERS OF UNDERSTANDING — NATURAL PROGRESSION**

A. During the negotiations between the City of Grand Rapids and the Union (GREIU), the implementation of the PAS Wage Study revealed that PAS recommended a number of jobs for in series promotion. The Union recognized the need for training and embraced the proposal to create training programs. A window period of one (1) year from 1/1/92 to 1/1/93 will be used to develop these programs. The program and its criteria will be in operation for the affected class titles as follows:

- (1) Equipment Operator I
- (2) Maintenance Assistant I
- (3) Building Maintenance Mechanic I
- (4) Utility Maintenance Mechanic I
- (5) Wastewater Plant Operator I
- (6) Water Plant Operator I
- (7) Water Service Worker I
- (8) Lineworker I

- (9) Meter Reader I
  - (10) Groundskeeper I
  - (11) Laboratory Technician I
  - (12) Real Property Appraiser I
  - (13) Chemist I
  - (14) Planner I
  - (15) Draftsperson I
  - (16) Assistant Sewer Maintenance Worker
- B. This Letter of Understanding codifies the parties' mutual intent for application of the natural progression program as outlined in item A above. The following terms describe the parties' interpretation:
- (1) The parties acknowledge that a long term understanding has existed when a layoff occurs for any job in a natural progression series that those employees in the learning classification level have been and will be laid off first before those at the journey person level.
  - (2) The understanding in paragraph (1) of this document shall continue to be in effect except for any current employee who was in a natural progression series job at the training level as of 1/1/92. If the employee has not yet advanced or completed probation at the journey level position, he/she shall, in the event of layoff involving his/her classification, have priority status over a journey person with lesser seniority. Said "trainee" then shall not be subject to displacement by a less senior employee in the journey classification. It is the specific intent of this provision to prevent a more senior employee who has been in a natural progression series job at the training level since January 1, 1992, from being laid off by an employee with less seniority at the journey level of the classification.

- (3) It is understood that paragraph (2) is only applicable to those individuals who were in the natural progression program as of January 1992 and who selected to participate in the training program.

### 13. MEMORANDUM OF UNDERSTANDING — OVERTIME CALL OUTS

This memorandum interprets the contractual obligations regarding overtime call outs.

- A. Employees off work on compensatory time are treated the same as if they are on vacation.
- B. Employees are not to be called for overtime while on vacation. Employees are considered to be on vacation (and not available for a call) as follows:
- Vacation period of less than five (5) days: vacation shall begin at the time eight (8) hours prior to the start of the normal work shift and end at the time eight (8) hours following the end of the normal work shift for which the employee has scheduled vacation **and all periods in between** including holidays and weekends.
  - Vacation or vacation and holiday of five (5) consecutive days or more: vacation shall begin at the end of the shift prior to the beginning of the vacation period and end at the beginning of the next regularly scheduled work shift following the vacation period.

As an example, if an employee was scheduled for a three (3) day vacation from Monday through Wednesday with the subsequent Thursday and Friday being holidays, the overtime call out procedure would be to consider the employee as being on vacation from the end of the shift on Friday preceding

the vacation to the beginning of the shift on Monday following the vacation.

**14. LETTER OF UNDERSTANDING — JOB SECURITY AND SUBCONTRACTING**  
(LIMITED TO THE TERM OF THE 1995-1997 COLLECTIVE BARGAINING AGREEMENT)

- A. The City will not contract out any permanent positions currently in the GREIU bargaining unit in either the Waste Water Treatment or Water Distribution Divisions (including repair and filtration).
- B. No GREIU bargaining unit member will be laid off as a direct result of the elimination of permanent positions by contracting work currently performed by the bargaining unit employees. Further, an employee(s) displaced by contracting will maintain his/her current wage until placed (either voluntarily or involuntarily) in a position with the same salary range as the job from which they were displaced, or until the employee voluntarily requests placement in a position with a lower salary range.

**15. LETTER OF UNDERSTANDING — CIVIL SERVICE EXAM REVIEW PANEL**

The parties agree to establish a joint panel for reviewing Civil Service Examination appeals regarding the appropriateness of test questions. The panel shall consist of two members appointed by the Human Resources Department and two members appointed by the GREIU. Panel members will be selected by their expertise in the testing area and will vary according to test content. Appeals will be considered by the panel provided that at least 50% of the examinees incorrectly answered the particular question being appealed.

**16. LETTER OF UNDERSTANDING — IRS FLEXIBLE BENEFIT PLAN (CHILD CARE ACCOUNT)**

The parties agree that if and when the payroll computer system is upgraded sufficiently to provide the capability for additional employee directed deductions, they will meet to discuss the possibility of implementing an IRS Section 125 Flexible Benefit Plan to allow employees to establish a child care account on a pre-tax basis.

## NOTES

## NOTES

## NOTES



## NOTES

## NOTES



1997

JANUARY S M T W T F S	FEBRUARY S M T W T F S	MARCH S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29
APRIL S M T W T F S	MAY S M T W T F S	JUNE S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
JULY S M T W T F S	AUGUST S M T W T F S	SEPTEMBER S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
OCTOBER S M T W T F S	NOVEMBER S M T W T F S	DECEMBER S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

1998

JANUARY S M T W T F S	FEBRUARY S M T W T F S	MARCH S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL S M T W T F S	MAY S M T W T F S	JUNE S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
JULY S M T W T F S	AUGUST S M T W T F S	SEPTEMBER S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
OCTOBER S M T W T F S	NOVEMBER S M T W T F S	DECEMBER S M T W T F S
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31