

6/30/98

AGREEMENT

between

CITY OF BIG RAPIDS

and

BIG RAPIDS CITY EMPLOYEE'S CHAPTER OF LOCAL 1865
COUNCIL 25, INTERNATIONAL UNION OF THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

Effective: July 1, 1995 - June 30, 1998

Big Rapids, City of

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AGREEMENT

This Agreement, effective July 1, 1995, between the CITY OF BIG RAPIDS (hereinafter referred to as the "Employer") and BIG RAPIDS CITY EMPLOYEE'S CHAPTER OF LOCAL 1865, affiliated with COUNCIL 25, INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

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

PURPOSE AND INTENT

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

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

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

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RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining unit described below:

All employees of the City of Big Rapids, BUT EXCLUDING Fire Department employees. Police Department employees. Dial-A-Ride employees. office clerical employees and supervisors.

Section 1.2. Aid to Other Unions. The Employer will not aid, promote or finance any labor

group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Section 1.1.

RIGHTS OF THE EMPLOYER

Section 2.1.

(a) The Employer retains and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations as in the past; to study and use improved methods and or all of its operations as in the past: to study and use improved methods and equipment and outside assistance whether in or out of the City's facilities and in all respects to carry out the ordinary and customary functions of administration of the City. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

(b) The Employer shall have the right to hire, promote, demote, assign, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules, to make judgments as to ability and skill; to establish and change work schedules; provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.

Section 2.2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance written notice to the Union and the employees. The Union may challenge the reasonableness of any rule concerning an employee's conduct by filing a grievance with the City within five (5) workdays after the Union has received written notice of such rule or regulation. Upon written request from the Union, the time period for filing said grievance may be extended to allow the Union to have a membership meeting, but such period shall not be extended beyond forty-five (45) calendar days.

Section 2.3. Subcontracting. Notwithstanding the Employer's right to subcontract as provided in Section 2.1 (a), if such subcontracting will directly cause members of the bargaining unit to be laid off, the Employer agrees that before such subcontracting occurs, it will (1) first discuss the matter with the Union so that the Union may have an opportunity to propose alternate action. This Section shall not be construed as limiting the Employer's right to subcontract nor requiring the Employer or the parties to agree upon any matter proposed. The Employer will provide any information, before subcontracting, requested by the Union such as: (1) time limits to complete the job, (2) est. cost of job, (3) cost if Union members used, (4) bid accepted if bids are taken.

UNION SECURITY AND CHECKOFF

Section 3.1. Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered hereby who, after the effective date of this Agreement, become members of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(c) Each employee hired on or after September 24, 1969, shall, as a condition of employment, after thirty (30) calendar days of employment, either acquire and maintain membership in the Union, or pay to the Union each month, a service charge as a contribution toward the administration of this Agreement, in an amount equal to the regular monthly dues. Such contribution shall be checked off upon proper written authority executed by the employee.

Section 3.2. Union Dues and Initiation Fees.

(a) Payment by Checkoff or Direct to the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the Authorization for Checkoff of Dues Form, or may pay the same directly to the Union.

Checkoff Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Checkoff of Dues hereinafter set forth, and to the extent the laws

of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an Authorization for Checkoff of Dues form which is consistent with the terms of this Agreement and does not impose restriction of free choice of employees.

(b) Deductions. Deductions shall be made only in accordance with the provisions of said Authorization for Checkoff of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(c) Delivery of Executed Authorization of Checkoff Form. A properly executed copy of such Authorization for Checkoff of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Checkoff of Dues forms which have been properly executed and are in effect. Any Authorization for Checkoff of Dues which is incomplete or in error will be returned to the Local No. 1865 Secretary-Treasurer by the Employer.

(d) When Deductions Begin. Checkoff deductions under all properly executed Authorization for Checkoff of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

(e) Delivery of Additional Checkoff Forms. The Union will provide to the Employer any additional Authorization for Checkoff of Dues forms under which the Union membership dues are to be deducted.

(f) Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by Council No. 25.

(g) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council No. 25, A.F.S.C.M.E., AFL-CIO, with an alphabetical list of names of all employees from whom deductions have been made as soon as possible, following the month in which they were deducted.

(h) Termination of Checkoff. An employee shall cease to be subject to Checkoff deductions beginning with the month immediately following the month in which he revokes his Authorization for Checkoff of Dues. Council No. 25 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(i) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees, and the Union agrees to hold the Employer harmless for any and all claims arising out of its Agreement for payroll deduction.

UNION REPRESENTATION

Section 4.1.

(a) The employees covered by this Agreement will be represented by a Chapter Chairperson and two (2) Stewards; one (1) steward to represent seven (7) day operation employees and one (1) to represent all others.

(b) Employees covered by this Agreement will be represented by a Bargaining Safety Committee of three (3) employees, one (1) of whom shall be the Chapter Chairperson.

(c) The Union shall keep the City advised, in writing, of the members of the Employee's Committee, and only such duly certified employees shall be recognized by the Employer as members of the Employees' Committees.

(d) For the purpose of layoff and recall only, stewards and the Chapter Chairperson shall be considered to have the greater seniority of all employees in their respective departments, provided that such employee must have the physical fitness and ability to perform the work available.

SPECIAL CONFERENCES

Section 5.1. Special conferences for important matters, including safety, will be arranged between the Local Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representatives of the Employer and no more than three (3) employee representatives of the Chapter. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by non-employee representatives of the City or the Union. Up to three (3) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be defined as a complaint during the term of the Agreement concerning the application or the interpretation of this Agreement as written. Any grievance should refer to the specific provision or provisions pertaining to such alleged violations.

Section 6.2. Grievance Procedure.

(a) Verbal Procedure. An employee and/or his Steward shall discuss a grievance with the employee's supervisor. If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it, the settlement shall be signed by the supervisor, and a copy of the settlement shall be given to the employee and the Steward.

(b) Written Procedure.

Step 1: If the grievance is not settled through the verbal procedure above, it shall be reduced to writing, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and his Steward, and presented to the employee's Supervisor, provided that such must be done no later than the end of the third (3rd) working day following denial of the grievance in the verbal procedure, failing which, it will be deemed to have been withdrawn permanently. The Supervisor shall endorse the Union's copy of the grievance to show the date of receipt.

The Supervisor shall render his written disposition of any grievance so filed, no later than the end of the third (3rd) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's Steward or, in the Steward's absence, to the Unit Chairperson, who shall endorse the Supervisor's copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step 2: If the grievance disposition given in Step 1 is not considered satisfactory, the grievance shall be filed in Step 2 by the Unit Chairperson who shall submit it to the Employer no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step 1. Failure to so advance a grievance to Step 2 shall result in its being deemed permanently settled on the basis of the disposition given it by the Supervisor in Step 1.

The Employer shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it with the Union Committee if the Unit Chairperson so requests, the Employer shall give his written disposition of the grievance to the Unit Chairperson who shall endorse the Employer's copy to indicate receipt of such

disposition and the date of such receipt. This Step shall be completed within five (5) working days of receipt of the grievance by the Employer.

Step 3: If the grievance is not settled in Step 2, the Union, no later than the end of the fifth (5th) working day following completion of Step 2, may make written request to the Employer for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the City in Step 2.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the Employer shall give written disposition of the grievance to the Unit Chairperson no later than the end of the fifth (5th) working day following the date of such meeting.

Step 4: Arbitration. If the grievance disposition given in Step 3 is not considered satisfactory and if the grievance is arbitrable, the Union may elect during the term of this Agreement to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 3, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step 3, the Union shall within thirty (30) calendar days after the date of the Employer's disposition in Step 3, notify the City in writing that it elects to take the matter to arbitration.

In the event the City and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service and thereafter, the disputes shall be handled in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The Employer, the Union, and the independent arbitrator, shall be subject to the following, which shall control if there be conflict with a rule of the Federal Mediation and Conciliation Service:

(1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

(2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its operations and activities unless there is contained in this Agreement a specific and explicit limitation of those rights, not to infer from any provisions of this Agreement any limitation of those rights.

(4) Each party shall furnish to the Arbitrator and to the other party whatever facts or material the arbitrator may require to properly weigh the merits of the grievance.

(5) The Service's administrative fee and other charges and the Arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.

(6) The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding on the employees, Union and Employer, provided, however, that either party reserves its legal rights if the arbitrator exceeded his jurisdiction or the arbitration award or the hearing was the product of wrong doing.

Section 6.3. Time Limits. The time limits of the Grievance and Arbitration Procedure shall be followed by the parties unless otherwise mutually agreed in writing. If the Union or grievant fails to follow the time limits, the grievance shall be deemed settled. If the Employer fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration, upon notice from the Union. Saturday, Sunday and recognized holidays shall be excluded from the time limits specified.

Section 6.4. General. For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the Employer, Stewards and the Unit Chairperson shall be paid, at their regular, straight-time rate, for those hours during which they would otherwise have been at work for the Employer, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave his work for such purpose before first notifying his Supervisor and turning his work over to a replacement who shall be provided by the Supervisor as promptly as is practicable under the circumstances.

It is agreed that any grievance must be brought up within five (5) working days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment, or unemployment compensation. No interest shall be paid on any back pay claim.

DISCHARGE AND SUSPENSION

Section 7.1. Notice of Discharge or Suspension. The Employer agrees promptly upon the discharge or suspension of an employee for informational purposes to notify in writing the Steward in the department of the discharge or suspension.

Section 7.2. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Steward of the department and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or suspension with the employee and the Steward.

Section 7.3. Appeal of Discharge or Suspension. Should the discharged or suspended employee or the Steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the grievance procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

Section 7.4. Use of Past Record. The Employer will not base disciplinary action, in whole or in part, on any rule infractions occurring more than three (3) years prior to the date of discipline. It is understood, however, that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the Employer.

SENIORITY

Section 8.1. Seniority Definition. Seniority is defined as length of continuous service with the City since the employee's most recent date of hire, and seniority shall commence after the employee completes the probationary period hereinafter provided for. Seniority shall be applied only as specifically set forth in this Agreement.

Section 8.2. Seniority Lists. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a list of the employees covered hereby, including their classification, and provide the Union's Chapter Chairperson and send to Michigan Council No. 25, copies of the seniority list in seniority order according to its records - most senior employees being listed first.

Semi-annually after the date of such initial posting, for the duration of this Agreement, the City shall furnish to the Council and to the Local, a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first including his present classification. The Employer shall provide the Union's Chapter Chairperson written notice, as needed, of any changes in the status of the seniority list.

It shall be the responsibility of each employee to check each such later list and to notify the City of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

In effecting personnel changes, the City shall be entitled to rely on such posted lists. If an employee shall so notify the City, of the existence or error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the City shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the City of such error.

Section 8.3. Probationary Employees. All employees shall be considered to be on probation, and shall have no seniority for one thousand forty (1040) hours of continuous employment following the first day of work for the City.

If an employee who is laid off during his probationary period is returned to work by the city and works at least one (1) calendar month, he shall be credited with such period of work toward completion of his probationary period. If he so completes a total of one thousand forty (1040) hours of work within one (1) year period, he shall be deemed to have completed his probationary period.

Probationary employees may be discharged or terminated in the City's sole discretion and there shall be no recourse to the grievance and arbitration procedure, and the City shall have no obligation to re-employ an employee who is laid off, discharged or terminated during his probationary period.

Section 8.4. Seniority Status. Upon an employee's completion of the probationary period, he shall acquire seniority, and he shall be placed upon the seniority list with a date to coincide with his date of last hire. As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the drawing of lots.

Section 8.5 Seniority Employees Transferred Outside The Bargaining Unit. If an employee is transferred to a position with the City which is not included in the bargaining unit and it thereafter transferred back into the bargaining unit, he shall be deemed to have accumulated seniority for the first 90 days while working in the non-bargaining unit position and thereafter his seniority shall be frozen. An employee transferred back into the bargaining unit under the above circumstances shall retain all seniority rights accrued for the purpose of any benefits provided in this Agreement. However the Employer reserves the right to determine all conditions of employment of the non-bargaining unit position.

Section 8.55 Transfers from Outside, Into Bargaining Unit. An employee transferred from outside of the bargaining unit into the AFSCME bargaining unit shall have as his seniority date the date of the transfer into the bargaining unit.

Section 8.6. Temporary Employees. Temporary employees, will not be covered by, nor subject to any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees. Temporary employees are those employees who are paid by the City and who work between May 1 and September 30 only. The City may hire up to eight (8) temporary employees and may, with mutual agreement of the Union, employ more temporary employees.

Community service employees are those employees who are not paid by the City (such as work fare, DSS, green thumb, etc.) and who are used to perform work that is not normally performed by the bargaining unit.

The use of temporary or community service employees will not cause the reduction or loss of hours of work to the bargaining unit.

The job assignments of community service or temporary employees will first be discussed at a special conference before further action is taken, if there is a dispute.

LOSS OF SENIORITY

Section 9.1. General Rules. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list in the event:

- (a) He is discharged for just cause and the discharge is not reversed; or
- (b) He retires; or
- (c) He quits; or
- (d) He is laid off for a period of one (1) year; or
- (e) He accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or
- (f) He fails to report for work within three (3) working days after expiration of a leave of absence; or
- (g) He fails to report for work within three (3) working days after he is notified to do so in person, by telephone, or by telegram or by certified or registered mail sent to his address of record with the City; or

provided that, in the case of notice given in person or by telephone, the City shall promptly thereafter give to the Local Chapter Chairperson a

memorandum, in writing, that it has given such notice; or

- (h) He is absent from work, without permission, for three (3) consecutive scheduled workdays.

Section 9.2. Exceptions to Above General Rules. An employee whose name is removed from the seniority list for any of the reasons listed (b) through (h) above, shall be deemed to have quit, subject only to the following exceptions:

If an employee falls within situation (f), (g) or (h) and his failure to report or his absence from work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the City of such reason by certified mail, or by telegram, before the expiration of the three (3) day period in the case of (f) or (g), or before the end of his scheduled shift on the third (3rd) working day in the case of (h).

It is recognized that the City may require substantiation of the reason given by an employee under which he claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the City, and the City determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the City to the grievance procedure herein provided.

APPLICATION OF SENIORITY

Section 10.1. Basic Principle. Seniority shall be applied in permanent job transfers, layoffs and recalls when the employees under consideration each have the skill and ability to perform the job available.

Section 10.2. Temporary Transfers. If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any classification covered hereby, the City shall have the right temporarily to assign an employee to another classification for which it deems he is qualified, with no change in rate, for the first thirty (30) working days, after which he shall receive the higher rate in pay.

On permanent transfers within classification, the City will post for volunteers for three (3) working days within the classification and will grant the permanent transfer to the most senior qualified employee. In the event no employee or employees volunteer, the City reserves the right to transfer the less senior qualified employee.

Section 10.3. Permanent Transfers and Promotions. A job opening, for a job covered hereby, shall be posted on each of the three (3) bulletin boards for a period of five (5) full

working days, Monday through Friday. However, if an employee has his days off during the five (5) posting days, he shall have one (1) additional day to bid for the job.

During the period of the posting of a job, an employee may bid for it by signing the posting. After the end of the posting period an employee may not bid, regardless of his reason for failure to bid during the period of the posting, and also regardless of his seniority standing relative to those who did bid during the posting period. The Employer shall provide, for informational purposes, the Union's Chapter Chairperson with a copy of each bid posting, the names of the applicants and to whom the position was awarded.

The award of the posting shall go to the applicant who is qualified to perform the work and who has the greatest seniority. In considering qualifications, the Employer shall consider the employee's work record, experience and training. If there is a dispute concerning an employee's present ability to perform the required work, the employee shall be given a trial period of up to ten (10) working days. If the position is to be promptly filled, the award of the position shall be determined and awarded within ten (10) working days; if a position is not to be filled promptly, the posting shall indicate the date the position will be filled. An employee shall be placed on the job at the beginning of the work week following determination. If the senior employee who bids for the job is not deemed qualified by the City, he shall be given the reason(s) for his rejection in writing, and he shall have recourse to the grievance procedure.

After an employee's successful transfer to a job for which he has bid, he shall be ineligible to bid for six (6) months thereafter, provided however, that the employee may disqualify himself within five (5) working days after the transfer and return to his former classification. However, if the job for which he desires to again bid is a higher-paying job than the job he successfully bid for, he shall be eligible to bid after working thirty (30) calendar days on the job.

An employee who is transferred to a new classification under this Section shall advance to the pay rate in the new classification which will provide an increase in pay. Thereafter the employee will advance in the pay grades of the classification in accordance with his experience in that classification. Changes in pay shall commence the first (1st) pay period immediately following the satisfactory completion of the trial period.

If an open job is not filled through the methods above provided, the City may either hire in an employee for the job or select an employee and train him for the job.

Section 10.4. Layoff Procedure. Whenever it becomes necessary to lay off any employees, the City will notify the employees two (2) calendar days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used:

- (a) The employee in the classification with the least seniority will be laid off

first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to do the required work.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification for which the laid off employee has the present skill and ability to do the work satisfactorily with normal supervision but without any additional training.

Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity of workmanship, or efficiency of an average operator on that type of work, within his her first three (3) working days on the new job.

An employee may exercise seniority to bump into a different classification only once during any one layoff. If that employee is unable to perform the job within three (3) days under the preceding paragraph, said employee shall not have any further bumping rights but shall be laid off.

(b) Employees laid off for lack of work shall continue on layoff status until recalled according to seniority.

Section 10.5. Recall. When the work force is increased after a layoff, the following procedure will be followed:

If an increase in a job classification is necessary, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

Section 10.6. Procedure to Accomplish Recall. When employees laid off for lack of work are to be recalled, the following method will be used by the Employer:

(a) The employee or his spouse will be called by telephone, or notified in person of his recall and the date on which he is to return to work.

(b) If an employee cannot be contacted personally under subparagraph (a) above, the Employer will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.

(c) Any employee notified in accordance with subparagraphs (a) or (b) above, who fails to report for work within the time limits set forth in Section 9.1(g) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-

day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the City, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

RATES FOR NEW JOBS

Section 11.1. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. In the event that the Union does not agree that the rate is proper, upon notice, the rate shall be negotiated.

STRIKES. WORK INTERRUPTIONS

Section 12.1. The parties to this Agreement mutually recognize that the services-performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer.

The Employer may, at its option, discipline, including discharge, any or all employees violating any provision of the first paragraph of this Section.

During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

Both the Employer and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled.

WRITTEN AGREEMENTS

Section 13.1. Other Agreements. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

UNION BULLETIN BOARDS

Section 14.1. Bulletin Boards. The Employer will provide bulletin boards in each building (up to a limit of three (3) such bulletin boards) which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

UNPAID LEAVES OF ABSENCE

Section 15.1. Military Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes.

Section 15.2. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason(s) of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave be granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated upon.

Section 15.3. Sick Leave. An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period of up to one (1) year. Such leave, and any extension(s) thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of sick leave of absence. An employee applying for or returning from a sick leave of absence may be required by the Employer to furnish a physician's statement as to his condition to be able to perform the required work.

Section 15.35. Family and Medical Leave. Both parties agree to abide by the provisions of the Family and Medical Leave Act of 1993 (FMLA).

Section 15.4. Union Business Leave. An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence for his term of office. Seniority shall be accumulated during the first twelve (12) months of such a leave of absence, and retained thereafter.

Two members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed two (2) calendar weeks in duration.

A request for Union business leave of absence shall be in writing, shall be submitted by the President of the Union's Council, shall be submitted to the Personnel Administrator, and shall state the general purpose for which Union business leave is requested.

"

PAID SICK LEAVE

Section 16.1. Every employee of the City shall be allowed sick leave with pay at the rate of one day for each month of continuous service.

Unused sick leave may be accumulated up to a maximum of one hundred and eighty (180) working days.

An employee shall be allowed two (2) personal days deducted from his accumulated sick leave during each year (beginning with the employee's anniversary date). Such leave shall be scheduled in advance with the employee's Department head.

An employee may use this accumulated sick leave to supplement Worker's Compensation up to his full pay not to exceed ninety (90) days. An employee receiving Worker's Compensation supplement shall be considered as receiving paid leave.

Hospitalization and other insurance shall continue on paid leave.

Upon retirement under the retirement program of the City, an employee shall receive twenty-five percent (25%) of his accumulate sick leave converted to cash.

Section 16.2. Loaned Sick Leave. In cases of extreme emergency involving employees with a record of meritorious service, who through serious and protracted illness have used up all accumulated sick leave and vacation time, a loan of sick leave days beyond the maximum provided for in these rules may be granted by the City upon written request by the employee. If the employee leaves the City service before earning the sick days loaned, he shall be required to pay to the Employer the amount owed in loaned sick days, and they may be deducted from the employee's last pay check.

Section 16.3. An employee eligible for sick leave with pay may use such leave for the following:

- (a) Absence due to illness of the employee or the employee's immediate family which is limited to husbands, wives, children and parents.
- (b) Absence to act as pallbearer.

Section 16.4. Sick Leave Record. Only the sick leave record kept by the City shall be considered official. These records may be reviewed by the employees. Upon return to work, all sick leave must be requested in writing to the department head who will deliver said request to the City so the official record can be updated.

Section 16.5. Jury Duty Leave. An employee summoned by the Court to act as a juror shall be given a leave of absence for the duration that he serves on jury duty and shall receive his regular rate of pay up to eight (8) hours per day with a maximum of thirty (30) days, less any fees and mileage received by him from the Court, provided that:

- (a) He promptly notifies his supervisor upon being summoned or notified as to the date his service is required, and
- (b) If he is excused in time for him to complete one-half (1/2) of his work day, he promptly reports for work, and
- (c) He establishes to the Employer's satisfaction that jury duty was, in fact, served.
- (d) Continuous operation employees working shifts beginning between the hours of 10:00 p.m. and 2:00 a.m. will be granted the day off preceding the jury duty and will be paid as outlined in the first paragraph of this Section.

BEREAVEMENT PAY

Section 17.1. Funeral Leave. When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, grandparent, child or step-child, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee on request will be excused for up to three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral.

Step-parents, step-brothers and step-sisters shall also be included above if the step-relationship began before the employee reached his nineteenth (19th) birthday.

An employee excused from work under this Section shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work for which he is excused (excluding Saturdays, Sundays and holidays). Time thus paid will not be counted as hours worked for purposes of overtime.

VACATIONS

Section 18.1. Vacation Eligibility. An employee is eligible for the following vacation pay:

- (a) One (1) week's pay after one (1) year of seniority.
- (b) Two (2) weeks' pay after two (2) years of seniority.
- (c) Three (3) weeks' pay after seven (7) years of seniority.
- (d) Four (4) weeks' pay after fourteen (14) years of seniority.

For purposes of vacation benefits in Section 18.1, a week of vacation benefit shall be forty (40) hours' pay and five (5) workdays' leave except for the Water Plant which is scheduled for twenty-four (24) hours per day, seven days per week, and the week of vacation shall be the seven days when the employee is so scheduled and fifty-six (56) hours of pay. The fifty-six (56) hours shall also apply when an employee takes vacation one day at a time.

To be eligible for full vacation pay, an employee must have been a full-time employee and received pay during all available work hours or have received a paid leave during the same period. All vacation shall be computed as provided in this Section and applied on the employee's anniversary date of hire of each year. If an employee has any unpaid leave during the twelve (12) calendar months preceding, his vacation pay will be pro-rated

accordingly.

Any employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause, waives his right to any accumulated vacation time. All other employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that vacation year (one-half [1/2] or more of a month shall be considered as an entire month).

Section 18.2. Vacation Scheduling. Vacations will be scheduled by supervision at mutually convenient times subject to the Employer's needs of the particular operation, including one (1) day at a time with a minimum of one (1) week's advance notice. With sixty (60) days' advance notice, seniority will be honored in ranking employee requests for particular vacation weeks. All vacations earned as of the employee's anniversary date of each year must be taken during the following twelve (12) months. If a paid holiday falls within the work week during which an employee is on authorized vacation, he will be given an additional day of vacation with the time to be arranged with the Supervisor.

Section 18.3. Vacation Pay. Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken. An employee will be given his vacation pay with the weekly paycheck he receives immediately preceding his vacation.

HOLIDAY

Section 19.1. Holidays. The Employer recognizes the following days as paid holidays for all eligible employees based on their normal workday:

- New Year's Day, January 1
- Last Four Hours of the Day on Good Friday
- Memorial Day, Last Monday in May
- Independence Day, July 4
- Labor Day, First Monday in September
- *Columbus Day, Second Monday in October
- *Veteran's Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Day after Thanksgiving Day
- Day before Christmas Day
- Christmas Day, December 25
- Day before New Year's Day

When a recognized holiday falls on Saturday, it shall be celebrated on the preceding Friday. When a recognized holiday falls on Sunday, it shall be celebrated on the immediately following Monday. This section does not apply to regularly scheduled seven (7) day

operators, whereby the holiday shall be considered on the day it is legally recognized by the City.

*Columbus Day and Veterans' Day shall be celebrated as floating holidays rather than the recognized holiday. Floating holidays may be taken at any time during the calendar year subject to mutual approval between the employee and the City. If November 15 (opening day of deer hunting season) is desired as a substitute day, the employee shall provided the City with thirty (30) days' advance notice.

Section 19.2. Holiday Eligibility. In order to be eligible for holiday pay, the employee must have completed his probationary period, worked his last scheduled work day before and the first scheduled day after the holiday, received vacation pay, received sick pay, or received approval in writing from his Supervisor. In the event of tardiness or absences on the scheduled workday before or after the holiday or if scheduled to work on the holiday, the City may authorize holiday pay provided the employee can establish satisfactory reason.

Section 19.3. Holiday Pay. If an employee works on a holiday, he shall receive one and one-half (1-1/2) times his regular rate for all hours worked, plus holiday pay.

INSURANCE

Section 20.1. Hospitalization Insurance. The Employer agrees to furnish group hospitalization insurance comparable to Blue Cross-Blue Shield MVF-1, DCCR/DC, IMB/OB, ML and \$5.00 co-pay drug riders, for the employee and his dependents (immediate family living in the household) with premiums fully paid by the Employer beginning December, 1989.

The City will pay a maximum of 110% of the bench mark health insurance premium. The current 1994-95 AFSCME premium bench marks per insurance category are as follows:

Single	-	\$170.66
Couple	-	\$361.67
Family	-	\$398.07
Sponsored Dependent	-	\$204.79

(Listed above are the most commonly used categories. If an employee falls into a category not listed, the 1994-95 premium rate will be used as the bench mark).

Any premium increase during the length of this contract in excess of 110% will be split 50/50 by the employer and employee.

Section 20.15. Payment in Lieu of Health Insurance

Employees who are eligible for health care under another coverage and who decline health care/hospitalization coverage from the City will be reimbursed the following payment in lieu of health insurance.

Family	-	\$150 per month
Couple	-	\$135 per month
Single	-	\$ 65 per month

This payment in lieu of health insurance is not available for families where more than one member is an employee with the City of Big Rapids. Employees choosing to take the bonus payment will be required to provide proof of insurance from another source on a yearly basis.

Section 20.2. Life Insurance. The Employer shall carry a \$5,000 Life Insurance policy with \$10,000 of Accidental Death and Dismemberment coverage for each employee. The full cost of this policy shall be borne by the Employer. Effective July 1, 1993, the term life Insurance policy shall be in the amount of \$10,000 with \$15,000 Accidental Death and Dismemberment coverage for each employee. All employees shall be eligible for this insurance after completing thirty (30) calendar days of employment with the Employer.

An employee may purchase more life insurance at the group rate through payroll deduction subject to the approval of the provider.

Section 20.3. Accident and Health Insurance. The Employer shall carry an Accident and Health Policy which will pay the employee one-half (1/2) of his regular salary for a maximum of fifty-two (52) weeks which can be used in conjunction with sick pay at one-half (1/2) day per day, not to exceed his regular pay scale.

Section 20.4. Insurance Funding. The Employer reserves the right to select the insurance carrier or to use self insurance provided that the benefits remain substantially the same as those in effect on the effective date of this agreement. Administration of insurance benefits shall not be considered as a benefit. The cost of administration shall be paid by the Employer or included within the plan. All insurance shall be subject to such terms and conditions as provided in the master insurance policies.

Section 20.5. Dental/Optical Reimbursement. An employee shall be entitled to reimbursement for dental or optical services incurred for himself and his dependents up to a contract year total amount not to exceed Three Hundred Dollars (\$300.00). The employee may opt to use the \$300 towards the payment of premiums for the employee dental or optical insurance programs. There shall be no accumulation or carryover of such amounts not used from one contract year to the next. Proper receipts or acceptable documentation shall be required before reimbursement is due.

SECTION 20.6. Dental/Optical Insurance. Effective July 1, 1995, a Dental and Optical group coverage has been arranged for. Eligible full-time employees may take advantage of this employee self-funded benefit. The City will not be responsible for any of the premium expense for this dental and optical insurance coverage.

LONGEVITY

Section 21.1. Longevity. Longevity will be paid under the following schedule:

After completion of five (5)
years' continuous service2%

After completion of ten (10)
years' continuous service3%

After completion of twenty (20)
years' continuous service4%

Longevity will be paid at the percentage of the employee's regular salary, excluding overtime. To be eligible to receive longevity payments, an employee must be employed by the City on December 1. Pro-rated payment on a monthly basis (1/2 or more of a month shall be considered as an entire month) shall be made to those employees who retire under the City's Retirement Plan prior to December 1 of any year thereafter. In case of death, longevity payments shall be made to the dependents as indicated above. Such pro-rata payments shall be made as soon as practicable thereafter.

RETIREMENT

Section 22.1. Retirement Plan. Each employee will be covered by the Michigan Municipal Employees Retirement System Plan B-1 with the 47F(25) waiver, age 55, and retirement contributions shall be fully paid by the Employer. Retirement shall be mandatory at age seventy (70) provided, however, an employee who is not eligible for retirement at age seventy (70) shall be allowed to continue employment until he becomes eligible. An employee who is sixty (60) years of age or older on July 1, 1973 shall not be subject to mandatory retirement except as provided under Michigan Employees Retirement System.

Employees at their cost may purchase retirement benefits for military time. Notice to the City must be given within thirty (30) days following ratification of this Agreement. Upon receipt of the necessary information from MERS, a 60-day window period to elect the purchase will be given.

HOURS OF WORK

Section 23.1. Workday and Workweek. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees shall be paid for all hours they are required by management to remain on the job.

(a) The normal workday for all employees except continuous operation employees shall be eight (8) hours of work, Monday through Friday. The normal workday for all continuous operation employees shall be eight (8) hours of work. Employees who work on continuous operation schedules shall be allowed to eat lunch during their eight (8) hour shift. All other employees shall have a non-paid lunch period.

(b) The normal workweek for all employees except continuous operation employees shall be forty (40) hours of work consisting of five (5) consecutive workdays, Monday through Friday. The parties agree that whenever possible, the schedule will be on the basis of this normal workweek. The normal workweek for all continuous operation employees shall consist of an average forty (40) hours per week, averaged over a twenty-eight (28) day period.

(c) Notwithstanding any other provisions to the contrary, the Employer reserves the right to establish a workweek other than Monday through Friday for all or any part of its operations. The Union will be notified at least seven (7) calendar days in advance of any general change in the workweek. Upon request from the Union, such changes will be discussed at a special conference between Union representatives and the Employer.

Section 23.2. Overtime. For all employees except continuous operation employees, time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours, Monday through Friday, or in excess of forty (40) hours in any one workweek. Overtime pay shall not be pyramided. Overtime for continuous operation employees shall be paid for all hours worked in excess of eight (8) hours in any regularly scheduled workday and for all work performed on an Employee's scheduled day off. Paid holidays, paid sick days, and paid vacation days, falling on a regular workday, Monday through Friday, and not worked, shall be counted as time worked for overtime purposes in that week.

Section 23.3. Shift Scheduling. The employer reserves the right to establish shift starting and quitting times. The Union will be notified at least seven (7) calendar days in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the Employer.

(a) Employees may take a fifteen (15) minute "rest break" in the morning and also a fifteen (15) minute "rest break" in the afternoon, or the first half and second half of their regular shift, whichever may apply.

(b) Nothing in this contract shall guarantee any number of hours of work, nor shall

there be any limitation of the Employer's right to schedule or require reasonable amounts of overtime work as set forth in (c) and (d) below.

(c) Overtime hours of work in any classification shall be divided as equally as practical among qualified employees in such classification, provided they have the skill and ability to do the overtime job which is available. Employees normally on the specific job will perform the overtime work of that job. Questions regarding distribution of overtime will be discussed by the supervisor and the Steward involved as they arise, and the remedy shall be limited to balancing.

(d) All employees shall be required to work a reasonable amount of overtime when requested by their supervisor under the following procedure. If employees in a classification are asked to work overtime voluntarily, from senior to junior employees, and refuse, or sufficient employees do not accept, then overtime will be assigned starting with the junior employees, with the necessary skill and ability on up until there are enough people, and overtime shall be required of those selected. Any employee who is excused from working overtime will have that amount of overtime charged to his-record for equalization of the distribution of overtime.

(e) Employees called back for overtime duty shall be guaranteed at least two (2) hours of pay at the rate of time and one-half (1-1/2). This section does not apply to employees who continue work after the end of their normal eight (8) hour day.

(f) Overtime premiums shall not be pyramided for any hour of work.

(g) Overtime (O.T.) equalization list shall be given to Union upon request.

(h) Time and one-half (1-1/2) for eight (8) hours if required to climb Water Tower or Reservoir.

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MISCELLANEOUS

Section 24.1. Gender. Reference to the masculine gender shall also refer to the feminine gender and visa versa.

Section 24.2. Training Program. Upon approval by the City Manager, the Employer will reimburse an employee who is enrolled in a continuing education or university course, including but not limited to MDPH and DNR and other professional courses and seminars, for the cost of tuition, including course materials, travel, lodging, and meals for out of town courses, at the rate of one course per a semester provided:

(a) The course is job related.

- (b) The application for reimbursement is submitted and approved by the Department Head prior to enrollment.
- (c) A passing grade of "C" or better must be attained.

When evaluating employee applications for approval or disapproval, the Department Head shall apply the following criteria and guidelines in determining whether the application satisfied the requirement of being "job related":

1. Each course must stand by itself. Degree program courses or courses taken to fill requirements toward a degree may or may not relate directly to the employee's job
2. Licensees will be guaranteed enough CEU's yearly to maintain license.

The approval for this Training Program benefit is at absolute discretion of the City subject to available funding. This discretion is not subject to the grievance procedure.

Section 24.3. Pay Checks. Pay Checks shall be issued weekly or bi-weekly at the Employer's discretion. The Employer agrees that pay checks for the bargaining unit shall conform to the general policy of pay check applicable to the City as a whole. Advance notice of not less than two (2) weeks shall be given before a change in pay check policy is implemented.

Section 24.4 Revoked Driver's License. Any employee who is required to operate a motor vehicle in the course of his employment, shall as a condition of continued employment, maintain a valid motor vehicle operator's license or any required endorsements. Revocation of an operator's license or any required endorsement shall result in the employee being suspended without pay and benefits until such license or endorsement is restored but such suspension shall not exceed one year, except however that the employee will be placed in a non-driving position for 30 days. The Union acknowledges that not more than two (2) employees at the same time is the maximum number that could be given the non-driving work. If such license or endorsement is not restored within the one year period, the employee shall be discharged. At the Employer's sole discretion and such discretion is not challengeable under the arbitration provisions of this agreement, the employee may be placed in a non-driving position if circumstances permit in lieu of the suspension but restoration of such license or endorsement shall occur within one year, otherwise the employee will be discharged.

Section 24.5 Medical Examination. The Employer reserves the right to have an employee submit to a medical examination if there is reasonable cause or concern regarding the employee's physical or mental fitness to perform the required work. The employee shall authorize the release of the medical report to the Employer who shall keep such information confidential. All expenses of such examination shall be borne by the Employer.

SECTION 24.6 Mandatory Drug Tests. Effective January 1, 1996, the employer, union and employees will comply with the following requirements of the United States Department of

Transportation regarding CDL drug and alcohol testing: *Procedures for Transportation Workplace Drug Testing Programs, 49 CFR, Part 40*; Federal Highway Administration, *Qualification of Drivers, 49 CFR, Part 391*; and Federal Highway Administration, *Omnibus Transportation Workers Testing Act, 49 CFR Part 382, as amended*.

SECTION 24.7 Sexual Harassment. Both parties to this contract agree to abide by Federal regulations pertaining to sexual harassment and will adhere to the City's Sexual Harassment Policy.

CLASSIFICATION AND WAGE RATES

Section 25.1. Classification and Wage Rates. Attached hereto and included herein is Appendix "A" which sets forth the classifications and wage rates.

Section 25.2. Leadperson. The City may designate or remove leadpersons at its discretion. Leadpersons shall receive an hourly premium for performing leadperson functions as set forth in Appendix "A." Leadpersons shall have no authority to take disciplinary action but shall assist in the direction of the work force.

Section 25.3. Licensure. All Sewage and Water Plant Operators must have F4 or D license (whichever is appropriate) within twenty-four (24) months from entry into the classification or date of this Agreement as a condition of continued employment. All main maintenance must have an S-4 license within twenty-four (24) months from entry into the classification or date of this Agreement as a condition of continued employment. The twenty-four (24) months shall not be invoked unless the employee has been given two (2) opportunities to take the required test due to the dates scheduled for the examination by the State. An employee who is transferred into a classification where a license is required (sewage and water plant operator) but who fails to successfully obtain the license within the time period specified after reasonable effort and due diligence on his part shall be transferred to his former classification, seniority permitting.

Section 25.4. An employee who is laid off or goes on an unpaid leave of absence shall not accumulate fringe benefits during such absence and shall assume the required premiums for insurance benefits, if they are to be continued, commencing the first day of the month next succeeding the month in which the layoff or leave commences, except as defined under the Family and Medical Leave Act.

TERM OF THIS AGREEMENT

Section 26.1. Termination. This Agreement shall become effective July 1, 1995, and shall continue in full force and effect until June 30, 1998, at midnight and for successive annual

periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, amend, re-negotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than thirty (30) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
day of _____, 1995.

BIG RAPIDS CITY EMPLOYEE'S
CHAPTER OF LOCAL 1865,
COUNCIL 25, INTERNATIONAL
UNION of the AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CI.)

THE CITY OF BIG RAPIDS,
MICHIGAN

Berry Christensen

Ray Larson

James Anderson

John Smith

Ronald Jeff

Timothy J. Wood

Robert King

APPENDIX "A"

Job classifications and rates of pay per hour shall be paid in accordance with the following schedule, based on seniority as provided for in section 8.1.

(a) Effective July 1, 1995

<u>UTILITY DEPARTMENT</u>	<u>Start</u>	<u>After 90 Days</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
*Sewage and Water Plant Operator	11.36	11.52	11.64	11.77
** Main Maintenance	11.24	11.36	11.51	11.63
 <u>DEPARTMENT OF PUBLIC WORKS AND SANITATION DEPARTMENT</u>				
Mechanical Tradesperson	11.36	11.51	11.63	11.77
Mechanic, Motor	11.30	11.45	11.58	11.70
Heavy Equipment Operator II	11.30	11.45	11.58	11.70
Heavy Equipment Operator I	11.24	11.36	11.51	11.63
Light Equipment, Sanitation	11.10	11.24	11.36	11.58
Light Equipment	10.94	11.10	11.24	11.45
***Laborer	10.47	10.56	10.69	10.85

(b) Effective July 1, 1996

<u>UTILITY DEPARTMENT</u>	<u>Start</u>	<u>After 90 Days</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
*Sewage and Water Plant Operator	11.81	11.98	12.11	12.25
** Main Maintenance	11.69	11.81	11.97	12.10
 <u>DEPARTMENT OF PUBLIC WORKS AND SANITATION DEPARTMENT</u>				
Mechanical Tradesperson	11.81	11.97	12.10	12.24
Mechanic, Motor	11.75	11.91	12.05	12.17
Heavy Equipment Operator II	11.77	11.91	12.04	12.17
Heavy Equipment Operator I	11.69	11.81	11.97	12.10

Light Equipment. Sanitation	11.54	11.68	11.81	12.04
Light Equipment	11.38	11.54	11.69	11.91
***Laborer	10.89	10.98	11.12	11.28

(c) Effective July 1, 1997

<u>UTILITY DEPARTMENT</u>	<u>Start</u>	<u>After 90 Days</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
*Sewage and Water Plant Operator	12.28	12.46	12.60	12.74
** Main Maintenance	12.16	12.28	12.45	12.59

DEPARTMENT OF PUBLIC WORKS
AND SANITATION DEPARTMENT

	<u>Start</u>	<u>After 90 Days</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Mechanical Tradesperson	12.28	12.45	12.59	12.73
Mechanic, Motor	12.22	12.39	12.52	12.66
Heavy Equipment Operator II	12.22	12.39	12.52	12.66
Heavy Equipment Operator I	12.16	12.28	12.46	12.59
Light Equipment. Sanitation	12.00	12.15	12.28	12.52
Light Equipment	11.84	12.00	12.17	12.39
***Laborer	11.32	11.42	11.56	11.73

1. Leadpersons shall receive \$.35 per hour.
2. Pesticide licenses shall receive a bonus of thirty cents (\$0.30) per hour for the Season. April 1 - September 30.

*Sewage and Water Plant Operators shall receive the following bonus per hour for each license they acquire:

F4 - D - \$.30

F2 - B - \$.65

F3 - C - \$.45

F1 - A - \$.85

**Main Maintenance shall receive the following bonus per hour for each distribution license they acquire:

S4 - \$.30

S3 - \$.45

S2 - \$.65

S1 - \$.85

***Laborer shall advance to Light Equipment after two (2) years upon approval of the Joint City-Union Review Committee on qualifications to operate required equipment.

Rate on Promotions

An employee promoted to a new classification under Section 10.3 shall advance to that classification rate at the step next immediately higher than his current rate.

11-11-11