

12/31/88

A G R E E M E N T

between

THE CITY OF EATON RAPIDS, hereinafter referred to as the "Employer"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547

547A, 547B, 547H, AFL-CIO

hereinafter referred to as the "Union".

Secretarial Unit

January 1, 1987 - December 31, 1988

*Eaton Rapids, City of*

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## ARTICLE I

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

## ARTICLE II

### UNION RECOGNITION, AGENCY SHOP, CHECK-OFF

#### Section 1. Union Recognition

(a) The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.

(b) The term "Employee" as used herein shall include all bookkeepers, secretaries, and clerical employees, but excluding supervisors as determined by the City Counsel and all other employees.

#### Section 2. Agency Shop

(a) All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) calendar days of the effective date of this provision, or within ninety (90) calendar days of the date of hire by the Employer, whichever is later, become members, or in the alternative shall, within ninety (90) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service charge in an amount equal to the regular monthly dues uniformly required of employees of the Employer who are members.

(b) An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues or fees.

(c) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same

terms and conditions as are generally applicable to other members of the Union.

(d) The Employer agrees that, upon hiring any new employees who are covered by this Agreement, the Employer will notify the Union Steward of the name and date of hiring of the new employee.

(e) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment, by paying the regular monthly service fees.

(f) In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

### Section 3. Check-Off

(a) The Employer shall deduct the Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that in month which said deductions were made, together with a listing of each employee, the employee's Social Security number, and the amount that is deducted each month. Provided, however, that the employee shall have submitted to the Employer an authorization card signed by the employee from whose pay said deductions are to be made.

(b) Such dues or service fees, as and when deducted, shall be kept separate from the Employer's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

## ARTICLE III

### NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local Laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, or marital status.

## ARTICLE IV

### VISITATION

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union

shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said observation shall not disrupt orderly operations.

## ARTICLE V

### STEWARD

(a) The employees will be represented by a Chief Steward, who shall be chosen or selected in a manner determined by the employees and the Union.

(b) Reasonable arrangements will be made to allow the Chief Steward time off with pay for the purpose of investigation of grievances and to attend grievance and negotiating meetings with the City Committee.

(c) During his term of office the Chief Steward shall be deemed to head the seniority list for the purpose of shift preference, lay-off and recall only, provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

## ARTICLE VI

### MANAGEMENTS RIGHTS

The City on its behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and invested in it by the Constitution of the United States, the Constitution of the State of Michigan and laws of the State of Michigan, the Eaton Rapids City Charter, and the Eaton Rapids City code.

With the exception of those rights specifically relinquished by this Agreement; subject however to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such managements function. The City also reserves all rights ordinarily exercised by it as employer, including but not limited to the following:

(a) To manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of material, tools, and equipment to be used, and the discontinuance of any services, material, or methods of operations;

(b) To introduce new equipment, methods, machinery or processes, to change or eliminate existing equipment, and to introduce technological changes, decide on materials, supplies,

equipment and tools to be purchased;

(c) To subcontract or purchase any or all work, processes, or services, or to subcontract or contract for the construction of new facilities or the improvement of existing facilities;

(d) To determine the number, location and type of facilities and installations;

(e) To determine the size of the work force and to increase or decrease its size;

(f) To hire, assign, transfer, promote and lay off employees;

(g) To direct the work force, assign work, and determine the number of employees assigned to operations;

(h) To establish, change, combine or discontinue job classifications; and to establish wage rates for any new or changed classification;

(i) To determine lunch periods, rest periods, cleanup times, the starting and quitting times;

(j) To establish work schedules;

(k) To discipline, suspend and discharge employees subject to the employees right to grieve;

(l) To adopt, revise, and enforce reasonable working rules and to carry out cost and general efficiency improvement programs;

(m) To hire non-full time employees or use City employees of other departments under circumstances of declared emergencies, which are provided for under the terms and provisions of the City Charter.

## ARTICLE VII

### SAFETY

The Employer will take reasonable measures in order to:

(a) Provide heat, light and ventilation to employees at their place of work;

(b) Control drafts, noise, toxic fumes, dust, dirt, grease, and job hazards to which employees are subject at their places of work;

(c) The above to be in line with established City, County and

State Laws governing them.

## ARTICLE VIII

### JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

## ARTICLE IX

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor shall the use of contracting or subcontracting result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

## ARTICLE X

### SENIORITY

(a) A newly hired employee shall be on a probationary status for ninety (90) calendar days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, solely at the discretion of the Employer, he may be dismissed by the Employer during this period, without appeal by the Union. Probationary employees who are absent during the first ninety (90) calendar days of employment, shall work additional days equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

An employee transferred to fill a vacancy or a new position shall be placed on a probationary job status for a thirty (30) calendar day period taken from and including the first day of work in the position. At the end of this probationary period, if the employee so transferred is not performing adequately the duties of the position, the employee shall be returned to his previously held position. The employee shall also have this same thirty (30) calendar day period to return to his previously held position if he feels that he does not wish to remain in the vacant or new position.



The vacant or new position shall then be offered only to the next senior employee who signed an original bid. If no other employees signed the original bid, the City may offer the position to any employee they deem to be qualified. If there are no employees qualified for the position, the City may hire an employee for the position. In all cases, the employee will serve the probationary period as indicated above.

(b) Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

(c) Employees shall be laid off, recalled or demoted according to their seniority in their classification, provided they can do the work required. An employee on scheduled lay-off shall have the right to displace a lesser seniority employee, who is on a classification previously held by the employee, provided he is capable of performing the work required.

(d) An employee will lose his seniority for the following reasons:

1. He resigns.
2. He is discharged for cause.
3. He is absent for three (3) consecutive working days without notifying the Employer and/or without a good and sufficient reason.
4. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
5. He fails to respond to a recall notice within five (5) working days.
6. He has been placed on permanent Social Security disability compensation status.
7. He retires.

(e) Seniority shall be retained, but not accumulated within the bargaining unit for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority that he earned while he was a member of the bargaining unit, and may return to the bargaining unit in the event that he vacates his supervisory position.

(f) An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of

entry into the classification.

## ARTICLE XI

### TRANSFER AND PROMOTIONAL PROCEDURE

(a) Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within five (5) working days from the date of the vacancy, and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the starting date; the rate of pay; the hours to be worked; and the classification.

(b) Any employee temporarily transferred from his classification to another classification within the bargaining unit, shall either be paid the rate of the position from which he is transferred, or the rate of the position to which he is transferred, whichever is higher, depending where he worked the majority of the day.

(c) Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered an open position and posted for bidding from interested employees.

## ARTICLE XII

### NEW JOBS

(a) The Employer shall notify the Union in writing, when new or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

(b) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher

than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree, or to reach agreement on the classification and/or rate of pay, the issue may be submitted to Arbitration. The Arbitrator shall render his decision based solely on the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure (Arbitration), the new classification shall be added to and become a part of Schedule A of this Agreement.

### ARTICLE XIII

#### DISCIPLINE DISCHARGE

(a) Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend himself against any and all charges. When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the Employer first became fully aware of the condition giving rise to the discipline. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: Unlawful use of controlled substance, drunkenness, dishonesty, insubordination, willfull destruction of the Employer's equipment, or willful violation of agreed upon Employer's rules. The Employer may immediately discharge an employee, depending upon the seriousness of the offense in the judgement of the Employer.

Except as provided above with regard to probationary period employees, dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing and a copy furnished to the Union Steward and Union Business Representative.

(b) Disciplinary steps to be followed by the Employer are:

1. The Supervisor is to give the employee a verbal warning.
2. If there is a second incident, within three (3) months, the Supervisor is to make a written warning to the employee and the Steward. The employee and the Steward will sign, and a copy will be forwarded to the Union.

3. If there is a third incident, within three (3) months of the second incident which has not been rescinded, employee may be disciplined with from one (1) to three (3) days off without pay. A copy of such action shall be forwarded to the Union.
4. If there is a fourth incident within three (3) months of the third (3rd) incident which has not been rescinded, the Employer may terminate the services of the Employee. A copy of such action shall be forwarded to the Union.

#### ARTICLE XIV

##### LEAVE OF ABSENCE

(a) An employee who, because of illness or accident which is non-compensable under the Workmen's Compensation Law, is physically unable to report for work and has exhausted all means of compensation from the Employer, shall be granted a leave of absence for the duration of such disability, provided he promptly notifies the Employer of the necessity therefore, and provided further that he supplies the Employer with a statement from a medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence when the same is requested by the Employer.

(b) Leaves of absence shall be granted for physical or mental illness, prolonged serious illness to the employee's immediate family, which includes husband, wife, children or parents living in the same household.

(c) Leaves of absence shall be granted for a specified period of time for training related to any employee's regular duties in an approved educational institution.

(d) Whenever an employee shall become pregnant, she shall by the end of her fourth (4th) month, furnish the Employer with a statement from her physician stating the approximate date of deliver, and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. She shall be allowed to work until such time as her physician would indicate that she should be granted a leave of absence. When she is required to interrupt her employment upon the advice of her physician, she shall immediately be granted a leave of absence. Normally an employee shall be expected to return to work three (3) months after delivery, unless a doctor's statement is furnished to the Employer establishing the fact that she is not able to return to work within that time period.

(e) Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training

obligations, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

(f) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

(g) Any employee in the bargaining unit who is either elected or appointed to full-time position or office in the Union, whose duties require his absence from work shall be granted a leave of absence for the term of such office or position.

(h) All reasons for leave of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Union.

(i) An employee who meets all of the requirements as herein before provided shall be granted a leave of absence without pay, and he shall accumulate seniority during such leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. The Employer shall have the right to hire a temporary employee during the time an employee is on an approved leave of absence, after the present employees who are not working full time have been given the opportunity to increase their hours, and such temporary employee shall not be covered under the terms of this Agreement. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the Employee.

## ARTICLE XV

### GRIEVANCE PROCEDURE

#### Definitions:

(a) A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement. The grievance procedure shall not apply to any dispute concerning the retirement plan or to any of the insurance plans or to the payment of insurance when the dispute arises out of an error or omission that is solely attributable to the insurance company and is not the result of any act or omission occasioned by the City.

(b) The time elements in the steps may be shortened or extended upon written mutual agreement between the parties.

(c) For the purpose of processing grievances, working days shall be defined as Monday, through Friday, excluding all paid holidays.

(d) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

Step One.

(a) Any employee having a grievance shall discuss the grievance informally with his immediate supervisor, and then if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.

(b) The Chief Steward then may submit the grievance in writing to the Employer Representative, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violations. The Employee and the Chief Steward shall sign the grievance.

Step Two.

(a) The Chief Steward shall meet with the Employer Representative to discuss the grievance within five (5) working days of the date of its submission.

(b) The Employer Representative shall give his decision in writing relative to the grievance within five (5) working days from the date of his meeting with the Chief Steward.

Step Three.

(a) Any appeal of a decision rendered by the Employer Representative must be appealed to Step Three within five (5) working days from the date of receipt of the written answer given by the Employer Representative at Step Two.

(b) The Union and the Employer may at this level call in representatives of their own choosing.

(c) The Employer shall give his decision in writing relative to the grievance within five (5) working days from the date of his meeting with the representatives of the Union.

Step Four.

(a) If either party is not satisfied with the disposition of the grievance at Step Three of the grievance procedure, then within fifteen (15) calendar days from the date of receipt of the answer given by the Employer, the grievance must be submitted to arbitration.

(b) The appealing party shall request the Director of Federal Mediation and Conciliation Service to submit a panel of seven (7) Arbitrators. The Arbitrator shall be a member of the National Academy of Arbitrators. The representatives of the Employer and the Union shall determine by lot the order of elimination, and thereafter each party shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

(c) The Arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.

(d) Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The fees and expenses of the Arbitrator shall be paid by the losing party.

(g) The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

(h) The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Union.

## ARTICLE XVI

### HOURS AND WORK WEEK

#### Section 1.

(a) The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter.

(b) The normal work day shall be eight (8) consecutive hours, beginning at 8:00 a.m. and ending at 5:00 p.m. excluding a one (1) hour duty free lunch period.

#### Section 2. Overtime Rates will be Paid as Follows:

(a) Overtime is defined as work performed by the employee over and above his normal scheduled work day or normal scheduled work week, when authorized by his supervisor. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period for a scheduled eight (8) hour shift. No employee will be required to do more than eight (8) hours work in any one eight (8) hour work period.

(b) Time and one-half (1-1/2) will be paid for all hours worked on Saturday, unless the employee has not completed forty (40) hours of paid time prior to the beginning of Saturday work. In the latter case, Saturday hours worked will be paid at time and one-half only for those hours which exceed forty (40) hours paid time for the week.

(c) Double time will be paid for all hours worked on Sunday.

(d) No employee shall be required to take time off, or have his hours reduced as a result of having to report to work prior to his shift, or because the employee worked over eight (8) hours in a work day.

### Section 3. Reporting Pay

Any employee called to work or permitted to come to work without an attempt having been made to notify that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work shall receive four (4) hours pay, or if they are regularly scheduled to work less than four (4) hours per day, they shall then receive their regular daily rate of pay.

### Section 4. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible according to seniority within classification, and among those employees who regularly perform such work, provided they are qualified to perform such work.

### Section 5. Rest Periods

All employees covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked per day and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day.

## ARTICLE XVII

### EXCUSED ABSENCE ALLOWANCE LEAVE - FUNERAL LEAVE

#### Section 1. Excused Absence Allowance Leave

(a) Each employee covered by this Agreement will be granted eight (8) paid leave days per year, five (5) of which will be excused absence leave days and three (3) of which will be sick leave days.

(1) Excused absence allowance leave days must be approved by the City Superintendent or his designee in advance of their use and may be used by the employee for any reason or purpose. These days shall be recorded in minimum one-hour increments.

(2) Sick leave days may be used by the employee when absent from work due to illness or injury or a doctor's appointment. These



days may also be used in case of serious illness in the employee's immediate family which, in the opinion of the attending physician, requires the presence of the employee. Immediate family shall be limited to the employee's spouse and children who reside in the employee's home. An employee who expects to be off work on sick leave must notify the City Clerk or his designee as promptly as is practicable under the circumstances, but in any event prior to the start of any scheduled shift. His failure to do so shall result in denial of his claim to use paid sick leave. (b) Each employee covered by this Agreement shall have the option at the end of the calendar year to receive reimbursement in wages for any portion of the leave days unused that year, or the employee may bank any portion of the leave days unused that year which he chooses not to have reimbursed in wages.

(1) Each employee may, at his or her option, bank unused leave days from year to year up to a maximum accumulation of two-hundred forty (240) hours. Any leave days banked under this option may only be used by the employee for sick leave <(a)(2) above> and may not be used for any other purpose. An employee must exhaust all current sick leave granted but not used during the current year before he or she is eligible to use banked sick leave under this provision. Once the two-hundred forty (240) hour maximum accumulation under this subsection has been reached, leave days granted thereafter must be used by the employee or cashed in for payment at the end of the year or any combination thereof.

(c) If an employee retires, dies, quits, or is terminated, the employee will receive 50% payoff of a maximum of the last one-hundred twenty (120) hours of banked sick leave. The rate of payoff shall be based upon the rate of pay the employee received at the time the banked hours were earned. An employee who voluntarily quits must give the required termination notice two (2) weeks prior to his last work day in order to be eligible for this benefit.

(d) An employee on unpaid leave shall not accrue excused absence allowance leave.

(e) A newly hired employee shall accrue a pro-rata share of excused absence allowance leave based upon the amount of time from his date of hire to the end of the year.

(f) Any sick leave absence of more than three (3) days will require a statement from a medical doctor evidencing medical treatment.

(g) The Employer will provide each employee covered by this Agreement a program of disability benefits for loss of wages not covered by any other insurance program. When injury or disease shall prevent the employee from pursuing his usual work, the City will pay, subject to a maximum of \$10,400 per year, a weekly indemnity benefit of \$200.00 per week, calculated at a daily rate of \$40.00 for any twelve (12) month period, and those days used under this schedule will be reinstated as eligible days twelve (12) months after these days are exercised. This program will commence on the seventh (7th) working day after the beginning of the disability. Written notice of

injury upon which claim may be based must be given to the City within twenty (20) days of date of the commencement of the first loss for which benefits arising out of each such injury or sickness may be claimed. As soon after an employee commences using this benefit, he shall provide the City with a physician's statement as to expected return-to-work date with any restrictions. The employee shall keep the City informed as to any changes by his physician in the expected return-to-work date.

## Section 2. Funeral Leave

All employees covered by this agreement shall be granted up to three (3) days off with pay for a death in the employee's immediate family. The immediate family shall include spouse, children, father, mother, brother, sister, father and mother of husband or wife, as the case may be, and legally adopted children or guardian who are still members of the household, grandparents and grandchildren. Additional time off for such death may be granted and such additional time off shall be charged to allowable Excused Absence Allowance Leave days.

## ARTICLE XVIII

### HOSPITALIZATION

"The Employer shall pay the total cost of the Blue Cross Blue Shield (MVF - 1 Semi-Private and Catastrophic Master Medical, \$50.00 deductible per person, per year, \$100.00 deductible per family per year, after deductible has been satisfied plan pays 80% of additional benefits except that 50% of expenses are payable for private duty nursing and for treatment of mental disorders) Hospitalization and Catastrophic Master Medical Insurance for the employee and his dependents."

The Employer shall pay the total cost of a dental plan for the employee and his dependents covering the following:

Diagnostic, Preventative, Palliative Services	- 50%
Restorative, Endodontic, Periodontic, Oral Surgery	- 50%
Dentures and Bridges	- 50%

The Employer shall continue to pay the full premium for an employee and for his or her surviving spouse) who retires at or above age sixty (60) with twenty (20) years of service with the Employer completed, and for an employee (and for his or her surviving spouse) who dies prior to retirement so long as the employee has completed twenty (20) years of service with the Employer.

## ARTICLE XIX

### HOLIDAYS

(a) The Employer shall pay the normal day's pay for the following holidays, even though no work is performed by the employee:

New Year's Eve Day

Labor Day

New Year's Day

Thanksgiving Day

Good Friday

Day after Thanksgiving Day

Memorial Day

Christmas Eve Day

July Fourth

Christmas Day

Employee's Birthday

(b) Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

(c) If an employee is on vacation on any of the above named holidays, he shall be entitled to an additional day off with pay for the holiday, or he shall receive the normal days pay for the holiday.

(d) Employees off sick the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay, depending upon his absentee record. Employees eligible for holiday pay, must have worked the last scheduled work day prior to, and the next scheduled work day after the holiday or be excused.

(e) When a holiday falls on a Saturday or Sunday, the day observed by the State, Nation, or by proclamation shall be considered as the holiday. For the purposes of the Birthday Holiday, the employee's birthday falling on a Saturday, then the Friday before shall be considered as the holiday; employee's birthday falling on a Sunday, then the Monday following the Sunday shall be considered as the holiday, unless otherwise mutually agreed.

## ARTICLE XX

### VACATIONS

(a) Each employee covered by this Agreement, who has completed one (1) year of service after their eligibility date shall receive two (2) weeks vacation with pay; five (5) years of service after their eligibility date shall receive three (3) weeks vacation with pay; twelve (12) years of service after their eligibility date shall receive four (4) weeks vacation with pay; twenty-five (25) years of

two (2) weeks vacation with pay; five (5) years of service after their eligibility date shall receive three (3) weeks vacation with pay; twelve (12) years of service after their eligibility date shall receive four (4) weeks vacation with pay; twenty-five (25) years of service after their eligibility date shall receive five (5) weeks vacation with pay.

(b) The eligibility date shall be either January 1st or July 1st, whichever date occurs first after the date of hire.

(c) Vacation time allowed will not be accumulated beyond the calendar year in which vacation is earned.

(d) Time off for vacation will be compulsory, unless an exception is made on an individual basis. The exception of pay in lieu of vacation may be paid upon approval of the employee's immediate supervisor.

(e) Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1-1/12) of the vacation pay for each month or major fraction thereof between his eligibility date and his termination date, provided the City is given a minimum of two weeks notice prior to resignation or the beginning of a leave of absence.

## ARTICLE XXI

### PENSION

The present pension plan which has been mutually agreed upon between the Employer and the Union, instituted on the effective date of January 1, 1986, shall continue. It is further understood that this plan is provided for all full time employees covered by this Agreement.

## ARTICLE XXII

### BENEFITS

It is hereby agreed between the parties that in the event that an employee works less than the established hours in his classification on a regularly scheduled basis, and is covered by this Agreement, he shall be entitled to a pro-rata portion of all of the benefits as provided under this Agreement, subject to the carriers coverage provisions.

ARTICLE XXIII  
TRAINING

The Employer agrees to pay the total cost of the tuition for all full-time employees applying for and satisfactorily completing job related training, which is approved by the Employer.

ARTICLE XXIV

JURY DUTY

Employees requested to appear for jury qualification, or who are subpoenaed as a witness shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received by the employee for such service.

ARTICLE XXV

CLASSIFICATION AND COMPENSATION

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A attached hereto, and made a part hereof by reference.

ARTICLE XXVI

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

Section 1.

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto and the same has been ratified by the Union.

Section 2.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

Section 3.

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of

any Article or Section should be restrained by such tribunal, the remainder of this Agreement or any Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### ARTICLE XXVII

#### BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

## ARTICLE XXVIII

### TERMINATION AND MODIFICATION

(a) This Agreement shall continue in full force and effect until December 31, 1988.

(b) If either party desires to terminate this Agreement it shall ninety (90) calendar days prior to the termination date give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar 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 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 ten (10) calendar days written notice of termination. The Union shall submit in writing to the Employer all of the contract requests for that year by no later than October 1st of the same year that the contract is due to be re-opened for negotiations. 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.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, International Union of Operating Engineers, Local #547, AFL-CIO, 24270 W. 7 Mile Rd., Detroit, Michigan 48219, and if to the Employer addressed to The City of Eaton Rapids, City Hall, 206 S. Main Street, Eaton Rapids, Michigan 48827 or to any other address the parties may make available to each other.

(e) The effective date of this Agreement is January 1, 1987. <sup>7.11.</sup>  
<sub>OC</sub>

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

CITY OF EATON RAPIDS

*Daniel M. White*

Mayor

*L. O. Gann*

City Clerk

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL #547, AFL-CIO

*Philip Selby*  
Business Manager

*Robert J. Jones*  
President

*Jennifer L. Hudson*  
Recording Corresp. Secretary



SCHEDULE A

WAGE RATES

Classification	1-1-87	1-1-88
Secretarial - Clerical - Full Time	7.61/hr.	7.82/hr.
Secretarial - Clerical - Part Time	6.63/hr.	6.81/hr.

A newly hired employee shall be paid \$.50 per hour less than the specified rate of pay during the probationary period.