

6/30/81

TECHNICAL EMPLOYEES UNIT

UNION CONTRACT

JULY 1, 1978 - JUNE 30, 1981

OFFICE & PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION LOCAL 10

-AND-

CITY OF MUSKEGON HEIGHTS, MICHIGAN

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Muskegon Heights, City of

*City of Muskegon Heights
City Hall 2724 Peck St.
Muskegon Heights, MI 49444*

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THIS AGREEMENT, entered into the 14th day of September, 1979, by and between the City of Muskegon Heights, Michigan, a municipal corporation (hereinafter referred to as the "City"), and the Office and Professional Employees International Union, Local 10, Technical Unit (hereinafter referred to as the "union"), for and in consideration of the mutual promises made to each other and for the faithful performance of this Agreement, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all technical employees of the City of Muskegon Heights, as certified by the State of Michigan.

ARTICLE II

NO DISCRIMINATION

It is the policy of the City and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, age or national origin.

The City agrees that it will not discriminate against any employee because of their activities in, or membership in, the Union, but it is agreed that any complaint that this provision has been violated by the City shall be proceeded upon by the filing of a charge of unfair labor practices with the Michigan Employment Relations Commission, rather than as a matter of grievance under the provisions of this Agreement.

ARTICLE III

UNION SECURITY

1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

2. In accordance with the foregoing, all employees who are not members of the Union shall, as a condition of continued employment, pay to the Union an amount equal to the Union's regular and usual initiation fee and its regular and usual dues. For each new employee such payment shall commence with the first of the month following the thirty-first (31st) day of employment.

ARTICLE IV

CHECK-OFF

The City agrees to deduct from the wages of such employee in accordance with the expressed terms of a signed check-off authorization, a copy of which is attached to this Agreement and marked Appendix "B", the membership dues of the Union, which includes monthly dues, assessments and initiation fees uniformly required by the local Union, in amounts designated by the Union. Said deductions shall be made out of the first payroll period of each month and immediately forwarded to the Financial Secretary of the Local Union.

ARTICLE V

MANAGEMENT RIGHTS

1. The City retains all the rights, powers, functions, and authority which it has prior to the signing of this Agreement, including those with respect to wages, hours, and working conditions, except as those rights, powers, functions, or authority are expressly and specifically abridged, modified, or limited by this Agreement and then only to the extent so specifically and expressly abridged, modified, or limited.

2. Except as otherwise provided in this Agreement, nothing in this Agreement shall be construed to limit in any way the employer's sole right to manage its operations and services efficiently and economically, including the right

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

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

(c) To sub-contract or purchase any or all work, processes or services, or 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 increase or decrease its size;

(f) To hire, assign and lay off employees (It is not the intent of the City to use this clause for the purpose of avoiding the use of City employees in the performance of their normal bargaining unit duties);

(g) To permit supervisors of bargaining unit personnel to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services, which does not deprive bargaining unit employees of their regular bargaining unit work;

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

(i) To establish work schedules;

(j) To discipline and discharge employees for cause;

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

(l) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE VI

GRIEVANCE AND APPEAL PROCEDURE

1. A grievance within the meaning of this Agreement shall be any difference or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretations or application of any provision of this Agreement.

2. An aggrieved employee shall present his grievance within 7 days of its occurrence or such grievance will be deemed waived by the Union and the Employer.

3. In the event of such grievance, the Steps hereinafter set forth shall be followed:

STEP 1. The employee and the Steward or the employee individually, but in the presence of the Steward, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two working days, the employee, the Steward and the immediate supervisor shall complete and sign the grievance record form and forward the matter to the next Step in the procedure.

STEP 2. The Chief Steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within two additional working days, both parties shall complete and sign the grievance record form and forward the matter to the next Step in the procedure.

STEP 3. The Union Representative and the City labor relations representative or any such designated person shall meet to discuss the grievance within three working days after the completion of the previous Step. In the event of failure to reach a satisfactory adjustment of the grievance within five working days, the grievance may be taken to arbitration by either the Union or the City upon notice to the other party.

4. If in any of the foregoing Steps either party fails to carry out all prescribed procedures, the other party may take the dispute to arbitration.

5. ARBITRATION

If within ten days the parties cannot agree to a mutually acceptable arbitrator, then either party may apply directly to the United States Mediation and Conciliation Service for the appointment of an arbitrator.

The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fee shall be borne equally by the parties.

6. It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement. Therefore, the Employer agrees that he will not lock out his employees and the Union agrees that it will not sanction a strike, slowdown or work stoppage during the life of this Agreement.

ARTICLE VII

HOURS OF WORK

The average work day shall be seven and one-half (7½) hours per day from 8:30 A.M. to 5:00 P.M. The average work week shall be five (5) days per week, Monday through Friday. Work periods, schedules, or shifts are established by the City Manager and may be revised from time to time after review and approval of the Union.

ARTICLE VIII

OVERTIME

Employees shall receive time and one-half pay for all time worked over an average thirty-seven and one-half (37½) hours per week, or time worked over seven and one-half (7½) hours per day. Employees required to perform overtime work not continuous with the regular day's assignment of work or on a Sunday or Holiday shall receive double time for actual hours worked.

ARTICLE IX

HOLIDAYS

Effective January 1, 1971, to coincide with the Federal "Monday Holidays", the following holidays will be observed:

1. New Year's Day
2. Washington's Birthday - 3rd Monday in February
3. Afternoon of Good Friday
4. Memorial Day - Last Monday in May
5. July Fourth
6. Labor Day
7. Columbus Day - 2nd Monday in October
8. Veterans' Day
9. Thanksgiving
10. Day after Thanksgiving
11. One full day before Christmas Day
12. Christmas
13. One-half day before New Year's Day
14. Employee's Birthday (beginning July 1, 1977).

If a holiday falls on a Saturday, it shall be observed on Friday, and if a holiday falls on Sunday, it shall be observed on Monday.

ARTICLE X

VACATION

Paid vacation time will only be allowed to full-time employees where it has been scheduled in advance and approved by the Department Head. Employees on the payroll prior to September 14, 1979, shall be eligible for annual vacations with pay on the following basis:

After one (1) year, fifteen (15) days off,
After ten (10) years, twenty (20) days off.

All new employees hired by the City after September 13, 1979, shall be subject to the following vacation schedule:

1 - 2 years of service	ten (10) days off
3 - 10 years of service	fifteen (15) days off
11 - 25 years of service	twenty (20) days off
26 or more years of service	twenty-five (25) days off.

Employees leaving the service of the City before the close of the calendar year shall receive vacation pay prorated in accordance with their annual vacation allowance as compared to the time worked, figured to the nearest half day.

Accumulated vacation leave shall be taken during the calendar year following the one in which it was earned. Upon recommendation of the Department Head, and approval by the City Manager, unused vacation may be carried forward for one (1) year if circumstances warrant. Otherwise accumulated vacation time shall be lost if it is not taken, and in no event shall vacation time be carried forward the second year. Employee requests to be paid for unused vacation time shall be submitted to the City Council for their consideration, other than in the case of satisfactory termination.

Annual vacation leave shall not be allowed in advance of being earned and credited. If an employee has insufficient annual leave credits to cover a period of absence, payroll deduction for the time lost shall be made for the work period in which the absence occurred.

An employee on vacation leave shall have one (1) day of vacation credit cancelled for each day she would have worked during the normal work-week and shall be paid at the rate she would have earned on that particular day, exclusive of overtime.

Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity, shall be re-scheduled if possible, or if not, it shall be paid for at straight time as extra compensation.

Vacation time shall be scheduled so as to cause the least interruption of the work of the Department. Vacations shall not be scheduled for periods of less than one (1) week at any one time without approval of the Department Head.

If any holiday recognized by the City falls within the annual vacation period of an employee, an additional day of vacation leave shall be granted. Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating vacation leave credits.

Employees who voluntarily sever employment with the City, shall be required to give two (2) work weeks' notice of their intentions in order to be eligible for vacation pay. Those who are discharged or laid off shall receive vacation pay at the discretion of the City Manager. Vacation time taken after notice of intention to sever employment with the City shall not be considered as part of the two (2) working weeks required notice.

ARTICLE XI

SICK LEAVE

Employees will receive pay for earned sick time only when the employee, or their representative, has called and notified the Department of intended absence.

An employee who voluntarily separates from the employment of the City shall be paid for fifty per cent (50%) of up to sixty (60) accumulated sick leave days. Maximum payment under this policy will be thirty (30) working days for the first ten (10) years of employment. After ten (10) years, the employee who voluntarily separates from the employment of the City shall be paid fifty per cent (50%) of up to one hundred twenty (120) accumulated sick leave days. Maximum payment under this policy will be sixty (60) working days. Such payment shall be made at the employee's current rate of pay.

In the absence of vacation or sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred. All sick leave time shall be accumulated according to the time worked during the preceding calendar year, and may be anticipated up to the date of sickness during any current year. The City Manager may grant up to five (5) days anticipated sick time if circumstances warrant, but only in the event that all sick leave accrued, and current year's vacation credits have been exhausted.

Full time employees shall accumulate sick leave credits at the rate of one (1) day for each month of employment. In no event shall the accumulation of sick leave credits exceed twelve (12) days during any one calendar year. Employees may accumulate unused sick leave credits up to a maximum of one hundred eighty (180) working days.

An employee on paid sick leave shall have one (1) day of sick leave credit cancelled for each day she would have worked during the normal work week. Any absence for a fraction or part of the day shall show on the employee's time sheet. Absences in excess of two (2) hours chargeable to sick leave shall be charged proportionally in an amount not smaller than one-quarter ($\frac{1}{4}$) of a day. Employees will be paid at the rate they would have earned on the particular day, exclusive of overtime.

Vacation time, sick leave, or absence because of duty-connected disability shall be counted as days worked in calculating sick leave credits. An employee shall not be entitled to paid sick leave until the employee has completed the six (6) months probationary period. Upon the successful completion of the six month period, a new employee shall have a bank of six (6) days.

Sick leave may be taken for any one of the following reasons and is to be considered as a matter of grace rather than a matter of right: Any illness an employee may contract, or any exposure to contagious disease the employee may experience, in which the health of others would be endangered by their attendance on duty, absence to the extent of four (4) days due to the death of a wife, husband, child, brother, sister, or parent or related member of the employee's immediate household, and any non-duty connected disability an employee may sustain (but this does not include an injury that may be sustained while being temporarily in the employ of another during the employee's off time, or such injury that may be sustained as a result of a conviction of the violation of any ordinance of law). Sick leave may also be

used for the following purposes, providing the use is within reason and the privilege not abused: For illness or injury in the employee's immediate family which necessitates an employee's absence from work ("Immediate Family" in such case shall include any persons for whose financial or physical care the employee is principally responsible), for attendance at the funeral of a close friend or relative, and for an appointment with a doctor or dentist to the extent of time required to keep such appointment, but only when it has been shown that it is not possible to arrange such appointments for non-duty hours. The employee's absence for injury or illness to the employee's immediate family shall be granted where the employee is required to be at the bedside of one of the immediate family, or to make arrangements for hiring a babysitter or housekeeper, but not to exceed two days of sick leave. Extensions over two (2) days for extenuating circumstances may be granted, if approved in advance by the Department Head and the City Manager. Unauthorized use of sick leave shall be grounds for disciplinary action up to and including dismissal.

The employee may be allowed to use up to five (5) days of the employee's accumulated sick leave in order that the employee may attend an out-of-town funeral, which is held over 300 miles from the City of Muskegon Heights, for a member of the immediate family.

In case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Worker's Compensation Law, the City Manager may authorize salary payment which, with the employee's work disability payment, equals the employee's regular salary. A total of one-half ($\frac{1}{2}$) day will be charged against the employee's sick time accumulation for each full day an employee receives this additional payment. An employee may elect not to receive the supplemental salary payments at the employee's own discretion; in this case the employee would receive only salary payment authorized under the Michigan Worker's Compensation Law, and therefore would not be charged the one-half ($\frac{1}{2}$) day sick time for each day of absence.

A medical certificate may be required as evidence of an employee's illness or injury that prevented attendance at work before compensation for the period will be allowed.

Sick leave accruals shall be retained by an employee in each of the following cases: An employee who has been granted leave without pay; an employee who transfers from one classification or Department to another; a full-time classified employee who is recalled from layoff.

In the event of a confining illness and provided the sick leave and vacation leave accumulations, excluding the following year's accrued vacation, have been exhausted, requests for use of anticipated sick leave which have been recommended by the Department Head, and approved by the City Manager, shall be submitted to the City Council for their disposition. The City Council will use its own discretion, and will study and evaluate the employee's personnel record, past performance and present circumstances. If, in their opinion, the employment record warrants and if they feel it to be in the best interests of the City, the City Council may decide to authorize an extension of sick leave up to a maximum of one hundred thirty (130) working days (equal to twenty-six (26) weeks or six (6) months). The City Council may limit this extension of sick leave to twelve (12) days for each prior year of the employee's service with the City. Sick leave extensions granted by Council and actually used by the employee shall be charged against the employee's record, and repaid with sick leave credits earned when the employee returns to work. An employee terminating employment immediately following the use of a sick leave extension, or within six (6) months after returning to work, will not be paid accrued vacation time. No vacation leave will be allowed during the first three (3) months after returning to work. With the approval of the City Manager, an employee may use his accrued vacation time as sick leave if all sick leave, sick leave extensions, and current vacation leave can be used.

A medical leave of absence may be granted for up to one (1) year by the City Manager, upon proper recommendation from the employee's physician. This one (1) year may be extended if extraordinary circumstances warrant. No accrual of sick leave or vacation time will be permitted during a medical leave of absence.

ARTICLE XII

CIVIL LEAVE

All full time employees shall be given necessary time off, without loss of regular pay, when performing required jury duty. In the case of an employee performing jury duty, all fees received (other than meal or travel allowances) shall be returned to the City.

ARTICLE XIII

LEAVE OF ABSENCE

The City Manager may authorize salary payments in whole or in part to employees in order to permit them to attend school, visit other governmental agencies or in any other approved manner to devote themselves to systematic improvement of the knowledge or skills required in the performance of their work.

An employee may be allowed leave of absence without pay and without loss of his employment status upon approval of the City Manager. An employee will not earn vacation or sick leave benefits while on such leave, and if such leave is for a period of one (1) month or longer, hospital and life insurance benefits provided by the City will be discontinued for that period. Leave of absence without pay may be granted by the City Manager to an employee for a period of up to six (6) months, if so recommended by the Department Head, and if provision for necessary temporary help can be made. Retirement deposits of an employee may not be withdrawn during a leave of absence.

Any absence of an employee from duty that is not authorized by the Department Head or City Manager, or otherwise provided for by the contract, shall be deemed to be absence without leave. Any such absence shall be without pay and subject to disciplinary action. Such absence may be covered by a subsequent grant of leave if extenuating circumstances warrant.

Maternity separation for a pregnant employee shall normally be expected to occur upon the completion of the fifth month, and an extra month may be granted with the recommendation of the Department Head and the approval of the City Manager. Employees on Maternity Leave will retain their original date of employment as it pertains to seniority and longevity.

The employer agrees to grant a leave without pay, upon prior approval of the Department Head, whose approval shall be based upon proper staffing of the Department, as follows:

(a) For Union International Conventions, which are regularly scheduled once each three (3) years, there may be one (1) employee to attend;

(b) For International Educational Conferences, which are regularly scheduled up to twice a year, there may be two (2) employees, for a maximum period of three (3) working days each, who attend.

ARTICLE XIV

PROMOTION, DEMOTION & TRANSFERS

Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies, insofar as employees possess the requisite qualification, from within the City before hiring new employees, provided employees are available who possess such necessary qualifications to fill the vacant position.

Notice of all job vacancies shall be posted on the bulletin boards by the City within one (1) day of notification by an employee of his quitting, or within one (1) day after an employee has been discharged. Such notice will remain on the bulletin board for three (3) full working days, unless waived by all non-signing employees, and will include job title, labor grade and brief description of the job duties, including qualifications and necessary skills. Only those employees who make application during this three-day period will be considered for the job, and no employee who has failed to make application within such period for such vacant job will be permitted to file a grievance for not receiving such job as a result of such posting, except that all employees absent during the period of posting will automatically be considered as applicants. Employees will make application for such job by signing their names upon the posting and dating the same. The employee who is selected for the job posting shall be placed on the job within two (2) working days after the three (3) day posting period has ended.

Promotion shall be made on the basis of length of seniority and qualifications. If two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. A new employee shall be hired for such position only if it is determined by the City that all applicants for the position lack the necessary qualifications, or if there are no applicants who have signed the posting.

An employee who is promoted to a higher position shall receive the minimum of the new job classification unless the employee's present rate is higher than the minimum rate, in which event the employee shall be placed on the appropriate interval of the new classification next above the employee's present rate. In the event the promoted employee does not perform satisfactorily within thirty (30) calendar days, such employee shall be given their former position without any loss of seniority and with the employee's prior rate, unless by reason of an intervening layoff the employee has insufficient seniority to claim the same, in which event the employee's rights shall be those applicable in the event of a layoff under the provisions of this Agreement.

In the event of a demotion as a result of a reduction in force, the signing of a job posting, or other circumstances, an employee so demoted shall receive their own rate, or the top rate of the classification to which the employee is demoted, whichever is lower. If the employee's own rate is lower than the maximum, the employee will assume the interval to which the employee's own rate will entitle the employee the classification to which the employee is demoted.

If an employee is laid off or reduced in grade by reason of a demotion or reduction in the work force and subsequently returns to the same labor grade, the employee previously occupied, the employee shall return to the same appropriate step in that labor grade as the employee occupied unless entitled to a higher rate by reason of handling it as a promotional raise.

An employee may bid on a position of another classification within the same labor grade. An employee so transferred shall receive the same rate of pay as the employee's former position.

Notwithstanding any other provisions of this Agreement, any employee is expected and required to perform any work within the bargaining unit to which they are assigned by the City up to three (3) working days for the filling of temporary vacancies caused by absenteeism, leave of absence, vacations or other temporary shortage of personnel in the bargaining unit, provided it does not interfere with the classification to which the employee is permanently assigned. It is understood that this section will not be used to delay the posting of vacancies which have become permanent, nor the posting of new jobs, pursuant to the provisions of this Article. It is further understood that for the purpose of this Section, the City in its sole discretion shall have the right to determine whether or not a particular employee has the requisite skill, experience and ability to perform the work to which the employee is to be transferred.

The employee to be transferred may protest this transfer, based on the employee's own job demands, if other employees are available. However, if at a later date this job is posted, the employee may bid on it and their previous rejection will not be held against them.

Vacancies created by promoting employees to higher classifications may be filled on a temporary basis for up to thirty (30) days.

If a position is to be vacant due to a long term leave of absence or illness, the employee filling such vacancy will return to the former job and their former rate plus any adjustments and increments that have taken place when the need for filling the temporary vacancy ceases.

The City shall determine if it is necessary to fill a vacancy on a full-time basis. If an employee is transferred temporarily by the City to work in a higher classification when an employee is on leave of absence or absent due to illness and the transferred employee works five (5) or more consecutive days in that position during such absence, the City shall pay the transferred employee the same step of the higher pay grade as the transferred employee has in their regular classification for all time assigned in the higher grade.

In the event an employee's job is eliminated, the employee shall have the right to transfer to any job within their classification or lower to which the employee's seniority and the qualifications entitle them.

In the event of proposed technological changes, such as the introduction of data processing equipment, computers, or other automated office machines, the Employer agrees to discuss such changes with the Steward and/or Deputy Steward before such changes are made.

Any job created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit.

In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

ARTICLE XV

DISCHARGE

It is agreed that the employer has the right to discharge for sufficient and reasonable cause. (The Employer agrees to advise the Steward of any such discharge and the reason therefor, when possible, before discharge, but in any event on or before the next working day after the date of discharge.)

An employee who grieves about their discharge shall request an investigation of the discharge within one (1) working day from the date of discharge. Any discharge shall be deemed final and binding upon the employee, the Union and the City if no such request for an investigation is made within that period of time. If, upon investigation by the Union and the Employer, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to their former position without any loss of seniority or rank and shall suffer no reduction in salary, and shall be compensated by the Employer for all time lost retroactively to the date of discharge, less any earnings of the employee elsewhere, unless it should be determined in such investigation that some penalty other than discharge should be applicable as proper discipline for such employee.

ARTICLE XVI

GENERAL

Each employee shall receive a 15 minute coffee break during the morning work period and a 15 minute coffee break during the afternoon work period, and a room shall be provided for this purpose. The Employer agrees to maintain sanitary conditions, lighting, ventilation and general working conditions meeting all requirements of applicable law.

Any written agreement or verbal contract made between an employee and the Employer which may conflict with this Agreement shall be null and void.

When an employee leaves the service of the Employer, they shall be furnished, upon request, with a written statement of character.

The City shall provide a bulletin board, for the exclusive use of the Union and the City, upon which may be posted by the Union the following subjects without approval: (a) notice of meetings, (b) notice of elections, (c) notice of results of elections, or (d) notice of social events of the Union.

The City shall reimburse its employees for tuition upon successful completion of one semester of college work, providing the courses are related to their job as determined by the City Manager. Books shall be paid for by the City and be returned to the City for use by others, unless the employee wishes to purchase and retain them.

Travel for training, meetings, or other purposes, or absences from the City for any reason, by any employee, must be authorized by the City Manager, in advance. Failure to receive such authorization shall be considered as Absence Without Leave.

Absence from the City for purposes of authorized travel shall be considered as time worked in all respects. Travel expense of employees may be authorized by the City Manager for the purpose of attending meetings, training sessions, or for any other legitimate purpose which may be approved within the limits of the United States. All other requests for authorization to travel shall be submitted to the City Council for their consideration and approval. Expenses shall be paid by the City on the basis of the current rate per mile, plus other expenses actually incurred within reason. A list of statement of expenses shall be submitted for approval within three (3) days following the completion of such authorized travel.

The City shall provide automobiles for all necessary travel for City business as may be authorized by the City Manager.

ARTICLE XVII

POSITION CLASSIFICATION PLAN AND COMPENSATION PLAN

The Official Position Classification Plan of the City of Muskegon Heights shall be as provided by the titles of classes shown in the currently approved schedule and may be amended only by the City Council. The titles of all full-time and part-time job classifications now in effect are as shown by groups in Addendum A to this contract.

The Compensation Plan shall provide a range of pay for all positions over a two or three year period as follows: All new employees will have a pay range which provides for six (6) increments at six (6) month intervals, with the maximum being reached after three (3) years. City employees, who are promoted from one Classification to another, will reach the maximum in their new pay range after a two (2) year period; this shall consist of four (4) increments at six (6) month intervals. Employees who may be promoted within the first year of employment will not receive maximum pay in less than three (3) years. Increments are not automatic, but are based on merit and require the recommendation of the Department Head, and the approval of the City Manager on standard forms provided for this purpose.

Requests for changes in either the Position Classification Plan or the Compensation Plan shall be submitted to the City Council for their consideration and shall include the recommendation of the Department Head and the City Manager.

ARTICLE XVIII

PROBATIONARY PERIOD

All regular appointments shall be for a probationary period of six (6) months. During the first thirty (30) day probationary period, the employee may be terminated without the right of appeal. After thirty (30) days, the employee may be terminated for failure or inability to meet the qualifications and requirements of the job, or committing a dischargeable offense under the rules and regulations, without the right of appeal beyond the City Manager.

During the probationary period employees shall be evaluated continuously by the Department Head. Before the end of the six (6) month probationary period, the Department Head shall file with the City Manager a letter if he wishes to terminate the employee. This letter shall outline the reasons for this action and shall be submitted to the Personnel Officer or City Manager for his consideration and final disposition. In the event of satisfactory completion of the probationary period by an employee, a letter may or may not be written by the Department Head, but a recommendation for a six (6) month incremental increase in pay shall be submitted on standard forms provided for the purpose.

ARTICLE XIX

INSURANCE

Hospitalization insurance carried by the City is Blue Cross-Blue Shield, Michigan Hospital Service, including Mater-Medical Coverage, Option IV.

The City shall pay full premium for full-time employees and their dependents, if any. Retirees are eligible for City-paid hospitalization coverage upon attaining age 65, providing they are drawing City retirement benefits.

For life insurance the City pays full premium. Full-time employees are insured for \$10,000. Retirees are excluded.

ARTICLE XX

RETIREMENT

All City employees will be required to retire upon reaching the age of 65. The City Council, however, only by its own action, may extend the employment of an individual for one (1) year, or not to exceed two (2) years, if it is felt to be urgently required in the City's best interests.

All employees are covered under the Michigan State Employees' Retirement System following completion of the eligibility period required under the Plan.

All employees under Plan C-2 contribute 3% of the first \$4,200 of their annual compensation, and 5% of their annual compensation in excess of \$4,200.

The additional amount needed to finance the employees' retirement system is determined actuarially each year and is appropriated by the City as the City's contribution.

Retirement allowances for all employees under Plan C-2 are based upon the employee's number of years of credited service under the retirement plan and his final average compensation according to the formulas set by State law and available in the City Controller's Office. Qualification for regular retirement: An employee must have ten (10) or more years of credited service and be age sixty (60); or the employee may retire between the ages of fifty-five (55) and sixty (60) if the employee has 15 years of credited service and is willing to accept a one-half percent ($\frac{1}{2}\%$) reduction in benefits for each month retirement is taken before age sixty (60).

Qualification for deferred retirement: This can be granted an employee if they have ten (10) years of credited service.

Disability Retirement: This can be granted at any age if the employee has at least ten (10) years of service. However, if the disability is work-connected, retirement benefits will be granted at any age and with no minimum length of service required. If the employee has less than ten (10) years of service, the benefits would be based on ten (10) years.

Effective July 1, 1974, the employees are eligible for post-retirement benefit increase provisions of the M.S.E.R.S. (E-2) - cost of living for City Retirees after 1973.

ARTICLE XXI

LONGEVITY

The longevity plan will pay regular full-time employees 2% of their annual compensation (based on normal work-week) for each five (5) years of continuous service. The maximum payment is 10% after twenty-five (25) years service. Payments will be made semi-annually. If an employee has completed five (5) years (or multiple thereof) of continuous service by January 1 or July 1, the employee is eligible for longevity pay based on the length of service and annual compensation on that date. With respect to employees hired after July 1, 1979, the maximum salary upon which longevity shall be computed shall be \$10,000 per year.

The Percentage plan is as follows:

Five Years	2%
Ten Years	4%
Fifteen Years	6%
Twenty Years	8%
Twenty-Five Years	10% maximum.

Longevity will be paid to employees with five (5) or more years of service who are terminating their service to the City, based on their percentage, and pro-rated for the time worked from their date of eligibility to the date of termination, including terminal vacation time, BUT NOT TO INCLUDE TERMINAL SICK PAY BENEFIT.

Present employees employed as of the date the first O.P.E.I.U. contract is approved by City Council will be entitled to credit for prior years of service with the City for longevity pay purposes after completing five (5) years of service following their re-employment by the City. Employees hired after this date and employees terminating after this date will not be eligible for credit for prior years' service for longevity pay purposes.

ARTICLE XXII

SENIORITY

Seniority is length of service of present employees in jobs that are now covered in the bargaining unit, as mutually agreed.

Seniority rights shall be lost for any of the following reasons:

- A. Employee is discharged and not reinstated.
- B. Employee quits.

C. Employee exceeds a leave of absence granted by the Employer, unless continued absence is for a separate ground entitling the employee to sick leave under the provisions of this Agreement, or proven reasons beyond the employee's control.

D. The employee gives false reasons for obtaining a leave of absence.

E. Employee fails to report back to work within three (3) working days after the employee is notified to return to work, except in cases where the employee's delay in returning within the three (3) day period has been excused by the City for bona fide reasons.

F. Employee is absent from work for three (3) consecutive working days without reporting an acceptable excuse.

G. Employee is laid off for a period of one (1) year from date of layoff, except that any employee who has more than one year of seniority at the time of layoff may retain their seniority beyond the one (1) year period, as above provided, by reporting in person or by registered or certified mail, return receipt requested, each three (3) months, commencing three (3) months after the expiration of such year, to the City their desire to be retained on the seniority list and their continued availability for recall in the bargaining unit in accordance with the terms of this Agreement, in which event the employee may retain their seniority for a period not in excess of the length of the employee's seniority as of the date of layoff, the computation of such period to run from the date of layoff.

H. The employee retires under the Pension Plan.

All non-probationary employees covered by this contract shall be placed on one seniority list, and the seniority list shall be office-wide. The Employer shall provide the Union with a complete seniority list, including classifications and salaries, and shall furnish the Union with a revision of such list each six (6) months, unless no change is required from the preceding list. An up-to-date seniority list shall be maintained at all times by the City, and the Union shall have access to said list by request in writing to examine the same during business hours. In the event of lay-off and recall, seniority, as provided above, shall be followed, provided always that the senior employee has the previous experience

and ability to perform the required work. Whenever the City proposes to deviate from seniority by reason of the inexperience or lack of ability of a senior employee, the City shall notify the Steward of the deviation and the reason for the same. If the City and the senior employee affected by such deviation should not agree thereon, the senior employee shall have recourse to the Grievance Procedure of this Agreement.

ARTICLE XXIII

LAY-OFF

In the event that a layoff of an employee is made necessary, the Employer will reduce force in the manner provided in Article XXIII. Likewise, upon the recall of the employees who have been laid off, the Employer will follow the provisions of Article XXIII.

The City agrees to notify the employees with two (2) years or less seniority three (3) working days prior to layoff or termination. For any employee of two or more years seniority at the time of layoff or termination of employment, the City will give one week's notice of termination, or in lieu thereof up to one week's pay. The vacation entitlement, if any, shall be determined in accordance with the vacation provisions of this Agreement, and any vacation pay due will be paid at the time of the layoff or termination.

Any employee recalled after layoff shall be reinstated in such position as the employee shall be entitled to pursuant to the provisions of Article XXIII. If reinstated in the former position, the employee shall be reinstated at the same interval as the employee had previously attained, but if recalled to some other position, the employee shall receive the rate of pay for the same interval as the employee had attained, but not above the top rate for the classification to which the employee is assigned, provided said employee agrees to return under this condition.

When employees are recalled to work after layoff, if the employer is unable to contact the employees by telephone or by messenger (contact by messenger being optional with the City), notice of recall will be sent to the employee at the last address on record with the City by certified mail, return receipt requested. No employee shall be deemed to have lost their seniority by reason of failure to return to work after notice of recall unless the City shall have sent such notice by certified mail, whether or not it was received by the employee. It is the employee's responsibility to keep the City advised of their last address.

ARTICLE XXIV

NO-STRIKE, NO-LOCKOUT CLAUSE

During the life of this Agreement, the Union shall not cause, or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference with the operations and services of the employer. The Union shall not cause, nor permit its members to cause, nor shall any member of the Union take part in any strike or stoppage of any of the employer's operations or picket the employer's buildings or premises, during the life of this Agreement.

1. The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the employer shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the Grievance Procedure of this Agreement: Provided that the question of fact concerning the participation by any particular employee shall be a proper subject for the grievance procedure. In addition, the employer shall have the right to terminate this agreement by notice in writing to the Union in addition to any remedies it may have for violation by law. In addition, the employer shall have the right to seek injunctive relief and damages against the Union.

2. The Committee and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.

3. The employer, for its part, agrees that there shall be no lock-out during the term of this Agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this Agreement.

ARTICLE XXV

SEPARABILITY

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

restrained by such tribunal pending final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the City or the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary, provided, however, that nothing in this Section shall be deemed to waive any provision of law respecting the giving of notice to the other party upon the termination of a collective bargaining agreement.

ARTICLE XXVI

COMPLETE AGREEMENT

This Agreement, together with its appendices and any other matters incorporated and any letter(s) of agreement signed with this Agreement, establishes wage rate ranges, salaries and benefits to be paid and conditions of employment affecting employees covered by this Agreement and to that end does amend, cancel, supersede and repeal all previous or prior agreements, understandings or policies between the City and its employees that may be in conflict with any provision of this Agreement.

Matters affecting the employment status that are not specifically mentioned herein shall be continued as a policy of established past practice and may be modified, changed or terminated by mutual agreement of the parties.

With the ratification and signing by each party, both parties shall be relieved of any obligation to bargain collectively for the life of this Agreement on any subject or matter raised or proposed during negotiations which is not included in this Agreement; and each agrees that neither party shall be required to bargain on any matter during the life of the Agreement.

During the period of this Agreement, if both the City and the Union mutually agree to discuss any matter, whether or not it is contained in this Agreement, then any mutually agreed settlement shall be reduced to writing, ratified and approved by both parties and become a supplement to this Agreement as an Amendment.

ARTICLE XXVII

RESIDENCY

The provisions of City Ordinance 359 in effect on September 14, 1979, and listed below, shall be adhered to:

ORDINANCE # 359

Ordinance No. 359, adopted by the Muskegon Heights City Council at their regular meeting of Monday, October 11, 1976:

1. Residence shall be construed to be the actual domicile of the individual where he normally eats, sleeps and maintains his normal personal and household effects.
2. All Department Heads employed in City service shall reside in the City and maintain their residency in the City during the period of their employment.
3. Any Department Head employed by the City who is not now a resident of the City shall establish City residency within one year of the effective date of this Ordinance.
4. All employees of the City, other than Department Heads, not now a resident of the City, can remain outside of the City until such time as they elect to change their residency, then they must locate within the City or be terminated.
5. All employees of the City who are employed after the adoption of this Ordinance shall be City residents, or must become a City resident after completion of their probationary period, and prior to becoming a permanent employee.
6. An employee found to be in violation of this Ordinance shall be terminated from City employment and shall be removed from the payroll.
7. The City Manager may waive the residency requirement for a temporary, seasonal, part-time, or probationary employee. Any waiver must be reported to the Council with a report of the reason for the waiver.

ARTICLE XXVIII

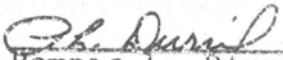
DURATION AND TERMINATION

This Agreement shall be binding upon the parties hereto and their successors. The Agreement shall have as its starting date July 1, 1978, and its termination date June 30, 1981. The party desiring a change or modification must notify the other party to this Agreement, in writing, not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Tentative Agreement to be signed by their duly authorized representatives, this 14th day of September, 1979. It is understood that this Agreement must be ratified by both the Bargaining Unit, Local 10, and the City Council of the City of Muskegon Heights, prior to execution of the final contract.

EMPLOYER:


CITY OF MUSKEGON HEIGHTS

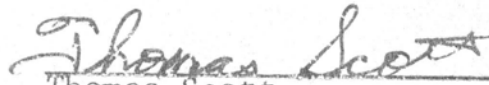

Pompia L. Durril
City Manager


Kenneth Heineman
City Mayor

UNION:

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION - LOCAL 10


Elisha Glover
Union Steward


Thomas Scott
Assistant Steward

Arthur Bivens
Business Representative

APPENDIX "A"

COMPENSATION PLAN

<u>CLASSIFICATION</u>	<u>RANGE</u>		
	<u>7/1/78</u>	<u>7/1/79</u>	<u>7/1/80</u>
Financial Analyst	\$11,000-13,375	\$11,000-14,311	\$11,000-15,313
Planner Assistant	11,000-13,500	11,000-14,445	11,000-15,456
Planner I		15,000-17,000	15,000-19,463
Nuisance Inspector) Code Enforcement Inspector)	11,000-12,938	11,000-13,885	11,000-14,845
Building & Housing) Inspectors)			
Rehabilitation Coordinator)	13,185-15,078	13,185-16,134	13,185-17,263
Plumbing Inspector	13,724-15,412	13,724-16,491	13,724-17,646

SALARY ADJUSTMENTS:

Effective July 1, 1978 7%
 Effective July 1, 1979 7%
 Effective July 1, 1980 7%

These adjustments are to be paid as follows:

1. Upon ratification by City and Union and execution of the Agreements, the adjustments for 7/1/78 through 6/30/79, and the adjustment for July, August and September, 1979, will be paid upon execution of the Agreement.
2. Retroactivity is for wages only, which includes outstanding longevity payments.

APPENDIX "B"

CHECK-OFF AUTHORIZATION

AUTHORIZATION FOR CHECK-OFF OF DUES

To: City of Muskegon Heights

I, the undersigned member of Local No. 10 of the O.P.E.I.U., hereby authorize my employer to deduct from my wages and to pay to Local No. 10 and/or its authorized representative the sum of \$ _____ as first month's fees; the sum of \$ _____ from one pay each month beginning with the second month herefrom; and such fines and uniform assessments which may be owing to such Local Union as a result of my membership therein.

The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser; and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company at least sixty (60) days, and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

I do hereby certify that previous deductions from my wages for Union initiation fees and dues were made with my knowledge and consent; and I do hereby ratify, authorize, and assign to the Union, all of such deductions as of the time they were made.

Signed _____

Social Sec. No. _____

Date _____

APPENDIX "B"

In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed Authorization for Check-Off of Dues forms, deductions will be made for membership dues as provided herein.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refund to the employee will be made by the Local Union.

Any temporary employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, lay-off, sick leave of absence or retirement shall cease to be subject to check-off deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was thus broken. The City will notify the Local Union following the end of each month of the names of such employees and will designate the reason each such employee ceased to be subject to the check-off.

Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and a representative of the City.

The City shall not be liable to the Union by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability which shall arise out of or by reason of action taken by the City in reliance upon Authorization for Check-Off of Dues forms submitted by the Union to the City.

APPENDIX "C"

RULES AND REGULATIONS

*MINOR OFFENSES

1. Habitual tardiness at commencement of work day or after lunch. (Habitual shall be interpreted to mean two (2) instances in one (1) month without sufficient reason, as determined by the Department Head.)
2. Absenteeism without sufficient reason or proper notification.
3. Disregard of safety rules or common safety practices.
4. Abuse of coffee break time.
5. Use of profanity or obscene language in the presence of fellow employees or the public.
6. Faulty work and/or covering up faulty work.
7. Inefficient work.
8. Leaving the City premises without prior notification to the immediate supervisor and without obtaining permission.
9. Unbecoming personal conduct on the job.
10. Injurious or dangerous pranks.
11. Fighting on the premises (quarreling not considered fighting).
12. Gambling during work hours.
13. Making or publishing of false and vicious or malicious statements concerning any employee, Department Head, or the City.
14. Malicious destruction of City property.
15. Unjustified abuse of the public, verbal or physical.
16. Willful disobedience to the proper directive of a supervisor, or other acts of insubordination.

APPENDIX "C"

** MAJOR OFFENSES

17. The misuse or removal from the premises, without prior authorization of any City records, confidential information, or any other City property, except as necessary in the performance of an employee's duty.
18. Theft of any property of fellow employees or of the City.
19. Knowingly falsifying of any time-keeping records, or intentionally giving false information to anyone whose duty it is to make such records.
20. Consumption of any alcoholic beverages during work hours.
21. Absence of three (3) consecutive working days without notice or leave and without justifiable reason for failure to report.
22. Violation of no-strike clause of contract.

* The disciplinary procedure for minor offenses shall be: first offense, written warning; second offense, one (1) day suspension without pay; third offense, three (3) day suspension without pay; fourth offense seven (7) day suspension without pay; and fifth offense, discharge. The violation shall be cumulated for a period of not more than one (1) year.

** The disciplinary action for major offenses shall be grounds for immediate discharge.