

12/31/88

AGREEMENT

Between

CITY OF MUSKEGON

And

THE CITY OF MUSKEGON SUPERVISORS

CHAPTER OF LOCAL 2859

MICHIGAN COUNCIL #25

AFSCME, AFL - CIO

Muskegon, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This Agreement is entered into this _____ day of _____, 1987, between the City of Muskegon (hereinafter referred to as the "EMPLOYER") and Local 2859 and Michigan Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

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

PURPOSE AND INTENT

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

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

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

ARTICLE 1. RECOGNITION. Employees Covered.

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

All supervisory employees of the City of Muskegon, but excluding elected and appointed officials, executive personnel, clerical employees, and administrative aides.

The parties agree to incorporate the provisions of the decision and order of the Michigan Employment Relations Commission in Case No. UC82 A-2 dated November 16, 1982. Accordingly, the Harbor Master and the last two hired Assistant City Planners will be included in the bargaining unit. One Assistant City Planner will remain excluded.

ARTICLE 2. RECOGNITION OF MANAGEMENT

Except as specifically restricted by this Agreement, and unless limited by law, the City retains all rights, functions and prerogatives, including, but not limited to:

- (a) The right and responsibility to direct the operations of the City, including, but not limited to: the selection of the kinds and sources of materials, supplies, machinery and equipment; the determination of the kind, size, number and location of its offices; the determination of the services to be performed by it; the determination of the services to be purchased from others; the determination of the work schedules; the determination of the persons, firms or corporations with whom it will do business; the method of doing business; the determination of the size of the working force to satisfy City requirements; hiring of new employees or determination of whom it will retain at the end of the probationary period; the right to maintain order and efficiency, to relieve employees from duty because of lack of work or for other legitimate reasons; the right to establish, change or introduce new or improved methods, equipment, quality, standards or facilities; to terminate employment, suspend, discipline or discharge any employee for just cause; the right to establish, change or introduce standards of safety and safe operating practices; the right to establish and alter all conditions and qualifications of employment (as related to the hiring of new employees).
- (b) Any complaint or dispute concerning the exercise of any such management functions in a manner contrary to any express provision of this Agreement shall constitute a grievance within the meaning of the Agreement.

ARTICLE 3. UNION SECURITY (Agency Shop)

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing after six (6) months of employment in the unit.

ARTICLE 4. CHECK-OFF OF DUES AND FEES

- (a) The Employer agrees to deduct from the wages of any employee, all Union membership dues and representation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form provided by the Union, provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- (b) Dues and fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- (c) The Employer agrees to provide this service without charge to the Union.

ARTICLE 5. REMITTANCE OF DUES AND FEES

- (a) When Deductions Begin.
- Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month following execution of check-off and each month thereafter.
- (b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made to later than ten (10) days following the date on which they were deducted.

- (c) The employee shall additionally indicate the amount deducted and notify the financial officer of the council of the name and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.
- (d) The Employer shall not be liable to the Union or its local for the remittance or payment of any account other than that constituting actual deductions made by the Employer at the request of the Union from employees' wages earned. The Union assumes full responsibility for the disposition of the funds once remitted to the Union. The Union shall defend and hold harmless and indemnify the Employer against any expenses incurred or liabilities required to be paid arising out of any action resulting from a deduction found to be improper.

ARTICLE 6. UNION REPRESENTATION

- (a) Steward, Alternate Steward and Chapter Chairperson.

The employees covered by this Agreement will be represented by one (1) steward. The Union shall have the exclusive right to assign said steward.

1. The Employer will be notified of the names of the alternate steward who would serve only in the absence of a regular steward.
2. The steward, during his working hours, without loss of time or pay, may present grievances to the Employer during working hours.
3. The Chapter Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to present grievances to the Employer in accordance with the grievance procedure.

(b) Union/Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.
2. Members of the bargaining committee shall not lose time or pay for time spent in negotiations which occur during an employee's regular working hours.

ARTICLE 7. SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time of the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by representatives of the Council and/or representatives of the International Union.
- (b) The Union representative may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days following the occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1. Any employee having a grievance shall present it to the Employer as follows:

- (a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.
- (b) The steward may discuss the grievance with the Department Head.

- (c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the Department Head. Upon receipt of the grievance the Department Head shall sign and date the steward's copy of the grievance.
- (d) The Department Head shall give his answer to the steward within the ten (10) working days of receipt of the grievance.

STEP 2

If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the City Manager within ten (10) working days after the response of Step 1 is due. The City Manager shall sign and date the Chapter Chairperson's copy. As soon as possible thereafter, but in any event no later than ten (10) working days, the City Manager shall schedule a meeting with the Union to discuss and attempt to reschedule a meeting with the Union to discuss and attempt to resolve the grievance. The City Manager shall respond in writing to the Chapter Chairperson within ten (10) working days of the meeting.

STEP 3.

- (a) If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
- (b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) days from receipt of the Employer's answer at Step 2, serve notice of intent to arbitrate on the City Manager or his/her designated representative. The parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, the Union shall request a panel from the Michigan Employment Relations Commission in accordance with its rules and procedures.
- (c) The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relations Commission Rules and Regulations.
- (d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of the Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union, except in cases involving similar issues where a previous award was in the Union's favor, the Employer shall pay the full cost of arbitration.

- (e) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.
- (f) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 9. DISCHARGE AND SUSPENSION

- (a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

- (b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward, if he so requests, and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer.

- (c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee consider the discharge or suspension to be improper, he/she shall file a grievance at the City Manager's step in the grievance procedure within ten (10) days of the notice of suspension or discharge.

- (d) Use of Past Record.

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE 10. SENIORITY. Probationary Employees

- (a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. When an employee finished the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day six (6) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section (1) of this Agreement, except discharged and disciplined employees for other than Union activity.
- (c) Seniority shall be defined as length of continuous service with the City of Muskegon, beginning with the employee's last date of hire. Seniority shall be applied as hereinafter set forth.

ARTICLE 11. SENIORITY LISTS

- (a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO with up-to-date copies at least once each year unless amended or revised.
- (d) The Council's copy of the seniority list, as set forth above, shall be forwarded in care of the attention of the Council Secretary-Treasurer's Office, 1034 N. Washington Avenue, Lansing, MI 48906, or to any such other address as notified of in writing.

ARTICLE 12. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- (a) He quits.
- (b) He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement or through the Civil Service Procedures.
- (c) He is absent for three (3) consecutive working days without notifying the Employer.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure.

- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) He is laid off for three (3) years or for a period not to exceed his seniority within his classification whichever is less.

ARTICLE 13. SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairperson and the steward, in that order, shall head the seniority list of the unit for the purpose of layoff only, during their term of office.

ARTICLE 14. LAYOFF DEFINED

- (a) The word "layoff" means a reduction in the work force.
- (b) When a layoff takes place, probationary employees within the classification shall be laid off first. Thereafter, employees having seniority within the classification shall be laid off in the inverse order of their seniority, i.e., the least-senior employee in the seniority list being laid off first.
- (c) During a layoff there shall be no regularly scheduled overtime.

ARTICLE 15. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered to have quit. In proper cases exceptions may be made.

ARTICLE 16. TRANSFERS

- (a) Transfer of Employees. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 17. JOB POSTING AND BIDDING PROCEDURES

- (a) All vacancies or newly created positions within the bargaining unit shall be posted for the purpose of allowing present supervisory employees within this bargaining unit to bid and be considered for transfer or promotion to such vacancy or newly created position. All vacancies covered by this provision shall be posted for at least five (5) working days on available bulletin boards and shall set forth pertinent information relating to the position, including the minimum requirements. Interested employees may submit a bid for applying to the Civil Service Office.
- (b) The Employer will direct the Civil Service Commission to furnish the Chapter Chairperson with a copy of each job posting at the same time the postings are posted on the bulletin boards. Bargaining unit members shall be given preference over employees not members of Local 2859 for open bargaining unit positions.

ARTICLE 18. JURY DUTY

An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned on that date and the daily jury duty fee paid by the Courts, not including travel allowances or reimbursements or expenses for each day on which he reports for or performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer. The employee shall notify the Department Head as soon as possible of the dates of absence required by jury service. Jury duty includes dates of absence required by jury service. Jury duty includes witness service by subpoena. In most situations, an employee will continue to receive his/or regular pay check from the Employer and will turn over checks for daily jury duty fees to the Employer.

ARTICLE 19. MILITARY LEAVES

- (a) The right to re-employment and the continuing seniority rights are guaranteed for any employee, now or hereinafter, upon the seniority list and who, now or hereinafter, is a member of the Armed Forces of the United States, State of Michigan.

- (b) A leave of absence shall be granted to employees in the classified service for service in defense of the Country or who are members of the National Guard or militia or of the Reserve Corps or forces in the Federal Military, Naval, Marine or Coast Guard Service as authorized and provided for by the Veterans Preference Act of the State of Michigan, and privileges authorized by said Veterans Preference Act with respect to status and re-employment.
- (c) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, are called to active duty, they shall be entitled to a leave of absence, in addition to their annual vacation leave from their respective duties, without loss of pay for such time as they are engaged in active-duty defense training. Such leaves not to exceed two (2) calendar weeks (ten working days) per year. The City will pay only the difference between military pay and regular salary while the employee is on the two week training leave.

ARTICLE 20. UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence shall be approved or rejected in accordance with applicable ordinances, Civil Service rules and regulations and applicable statutes.

ARTICLE 21. RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

ARTICLE 22. WORKING HOURS

- (a) The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week, Monday through Friday. The normal starting and quitting times shall be as was in effect at the time of this Agreement unless changed by mutual agreement.
- (b) Employees shall be allowed a lunch period consistent with the policy within the Department.
- (c) Employees may take a coffee break in the A.M. and also a coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply.

ARTICLE 23. OVERTIME

- (a) Employees shall receive the overtime benefits provided for in this Agreement provided they have worked their normal scheduled work week as established in the Agreement. Paid holidays, sick leave, personal days, vacation and authorized time off, other than disciplinary time off, will be considered as time worked for the purpose of computing overtime and fringe benefits.
- (b) Time and one-half shall be paid for all hours over eight (8) hours, with the exception as provided in subpart (c).
- (c) Double time shall be paid for time worked on Sunday and holidays as are determined by virtue of this agreement.
- (d) Whenever an employee is required to report for overtime, he/she shall be paid a minimum of two (2) hours at the rate of time and one-half.

ARTICLE 24. SICK LEAVE

- (a) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred and thirty-two (132) days.
- (b) Any employee who has accumulated one hundred and thirty-two (132) days of unused sick leave will be compensated on an annual basis for twenty-five percent (25%) of this accumulated, but unused, sick time in excess of one hundred and thirty-two (132) days. This compensation will be paid no later than January 31, of the year following the accumulation. Any employees who have accumulated one hundred and thirty-two (132) unused sick leave days, may, in writing, contribute fifty percent (50%) of additional unused days to a "sick leave bank" which may be drawn upon by employees of the bargaining unit, in accordance with standards and procedures set up by a committee comprised of those individuals in the bargaining unit who have made the contributions to the Sick Leave Bank.
- (c) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
- (d) Sick leave accruals shall be retained by an employee in each of the following cases: an employee who is absent on authorized leave of absence; an employee who transfers from one classification or department to another; a classified employee who is called from a layoff.

- (e) Upon termination of employment under honorable conditions, the employee will be compensated at the rate of one-half of the value of the accumulated unused sick leave, provided the employee has worked a minimum of twelve (12) consecutive months.
- (f) Sick leave time shall be accumulated according to the time worked during the preceding calendar year; within the initial year of employment at such time when the probationary period is completed, an employee may request anticipated sick leave, which would be deducted from the total accumulation to date.

ARTICLE 25. WORKER'S COMPENSATION

- (a) An employee disabled and absent from duty as a result of a service-connected injury incurred in the employment of the City, shall receive his straight-time salary without deduction from accumulated sick leave for the period of said disability and absence, but not to exceed five (5) working days commencing with the date of injury. All Worker's Compensation received during this period shall be turned over to the City.
- (b) Sick leave will be applied to lost time and deducted for service-connected disability other than that for which the employee receives Worker's Compensation insurance benefits for lost time, only upon receipt of a statement signed by the City Physician to the effect that the injured employee is unable to perform the regular duties or such other temporary task available in the framework of City functions, in which event said employee's earned sick leave shall be used at the rate of one (1) sick leave day for each day of such service-connected disability until such sick leave accumulation has been exhausted.
- (c) An employee's absence from duty due to a service-connected disability for which he is receiving Worker's Compensation benefits shall not be compensated for or deducted from his sick leave unless he shall elect to be paid the difference between the Worker's Compensation received by him for such service-connected disability and his normal wage or salary; in which event, said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave for each day of such service-connected disability until such sick leave accumulation has been exhausted.

(d) Any employee disabled and absent from duty as a result of a service-connected injury incurred in the course of employment with the City of Muskegon, who has exhausted their sick leave option or chosen not to utilize the sick leave option, shall receive no economic accruals as of that date except as specifically stated in the following subparagraphs:

1. "Seniority" shall continue to accrue (for example, if the employee is injured in the course of his employment in his tenth year of employment and returns to work three years later, his seniority shall be as a thirteen-year employee).
2. Sick leave shall not be accrued, accumulated, or paid to an employee for any time when the employee has not worked.
3. Vacation time shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
4. Longevity pay shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
5. Holidays shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
6. Personal leave days shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
7. In no event shall any employee who has been disabled and absent from duty as a result of a service-connected injury incurred in the course of employment with the City of Muskegon take vacation time off in any one year in excess of that provided for in Article 29, Vacations. Any vacation days accumulated, but not used prior to the injury in excess of the maximum under Section 29 shall be paid to the employee in the year in which the employee returns to duty.

ARTICLE 26. BEREAVEMENT LEAVE

- (a) In the event there is a death in the immediate family of an employee, consisting only of spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild and the employee attends the funeral service, such shall be granted up to a three (3) day leave of absence with full pay. An employee shall be granted one (1) day of absence with pay in the event of a death in the family of such employee other than herein set forth; provided the employee attends the funeral service.

- (b) There shall be no bereavement leave for friends, other than fellow employees. Up to one day special leave will be granted to attend funerals of fellow employees. In the event a substantial number of employees of a particular department would ask for time off to attend the funeral of a fellow employee, the needs of the department will be of primary concern, the Department Head will consider the needs in determining the number of employees to receive time off.
- (c) Provided that 24-hour notice is submitted, bereavement leave shall be credited to the pay period in which it is taken.
- (d) Up to five (5) days of accumulated unused sick leave may be used by an employee each year for bereavement leave in order to attend the funeral service for any of those persons identified herein (in this Article), provided that the employee is required to travel either outside the State of Michigan, or 250 miles, in order to attend the funeral services, and to provide documentation thereof.
- (e) An employee may use one of the five (5) days (sick leave used for bereavement leave), set forth in (d) above, each year to attend the funeral of a friend.

ARTICLE 27. HOLIDAY PROVISIONS

- (a) The paid holidays for City Hall based employees are designated as follows:

New Year's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas Day
Veteran's Day	Day before New Year's
- (b) The paid holidays for Non-City Hall based employees are designated as follows:

New Year's Day	Thanksgiving
Memorial Day	1/2 Day before Christmas
Independence Day	Christmas Day
Labor Day	1/2 Day before New Year's
Veteran's Day	
- (c) For calendar year 1987 only, City Hall and Non-City Hall based employees shall receive one (1) floating holiday. Beginning January 1, 1988, the floating holiday will be eliminated and in lieu thereof City Hall and Non-City Hall based employees shall receive Martin Luther King's Birthday as a paid holiday.

- (d) Paid holidays which fall on Saturday shall be recognized on the Friday preceding the holiday. Paid holidays which fall on Sunday shall be recognized on Monday following the holiday.

ARTICLE 28. PERSONAL LEAVE DAYS

- (a) Each employee based at City Hall shall be entitled to one (1) personal leave day per year subject to notice of twenty-four (24) hours in advance of the date requested. The personal leave days are not accumulative, but if not granted at time-off they shall be compensated as a days' pay. If not requested, the days shall be forfeited.
- (b) Each Non-City Hall based employee shall be entitled to three (3) personal leave days per year subject to notice of twenty-four (24) hours in advance of the date requested. The personal leave days are not accumulative, but if not granted as time-off, they shall be compensated as a days' pay. If not requested, the days shall be forfeited.
- (c) Personal leave is to be taken in one-half (1/2) day increments or increments of one (1) day at a time, depending on the nature of the employee's request and the flexibility within the department to meet minimum manpower needs.

ARTICLE 29. VACATIONS

- (a) Eligibility. An employee will earn credits toward vacation with pay in accordance with the following schedule:
1. One (1) day per month of employment, but not to exceed ten (10) days per year during the first nine (9) years of continuous service.
 2. One and one-quarter (1-1/4) days per month of employment, but not to exceed fifteen (15) days per year, beginning the tenth (10th) year of employment through fourteen (14) years of continuous service.
 3. One and two-thirds (1-2/3) days per month of employment, but not to exceed twenty (20) days per year, beginning the fifteenth (15th) year of continuous service.
- (b) Vacation Scheduling.
1. Vacations will be mutually scheduled between the bargaining unit employee and his Department Head or immediate supervisors so that to the greatest extent possible there will be supervisory coverage in each department.

2. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
3. A vacation may not be waived by an employee and extra pay received for work during that period.
4. No vacation shall be taken by an employee until the employee has been on the payroll beyond the probationary period.
5. Vacation Leave shall be cumulative and shall be taken during the calendar year following the one in which it was earned. Employees may carry over vacation time of a maximum of two (2) weeks for a one (1) year period.

(c) Vacation Pay.

1. Subject to Civil Service Rules & Regulations, if an employee is discharged, laid off or retired, or severs his employment, he will receive any earned, but unused, vacation credit including that accrued in the current calendar year, on a pro-rated basis. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
2. Rate During Vacation. Employees will be paid their regular rate of pay while on vacation and will receive credit for any benefits provided in this Agreement.

ARTICLE 30. INSURANCE.

- (a) Hospitalization. The Employer agrees to pay one hundred percent (100%) of the premium for employees and dependents for the group health plan presently in effect for the duration of this Agreement. The plan shall include the base plan with coverage of a semi-private per diem room rate charged by hospitals in the Muskegon area and major medical coverage with a "lifetime maximum" of \$50,000, and a \$2 co-pay Prescription Drug Plan. The health plan shall include dependents and retirees under the age of 65. Retirees over the age of 65 and their eligible dependents shall be covered under the existing benefits known as the "supplement to Medical Plan" for the duration of this Agreement.
- (b) Life Insurance. The Employer agrees to pay the premiums for group term life insurance on the life of each employee in the face amount equal to the annual salary of each employee, but not less than \$10,000.

- (c) Dental Insurance. Commencing within a reasonable length of time following the ratification of this Agreement, the City shall implement the Dental Insurance plan, as agreed upon, for and on behalf of employees within this bargaining unit and their eligible dependents.

ARTICLE 31. PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued.

ARTICLE 32. CONTINUING BENEFITS

Any employee privileges or benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in force throughout the life of the Agreement, unless altered by mutual consent of the Employer and the Union.

ARTICLE 33. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

ARTICLE 34. SUPERVISORS RIGHTS AND PROTECTION

- (a) No Supervisor shall be officially disciplined, reprimanded, discharged or required to meet and/or discuss with the Employer matters of adverse evaluations or administrative performance without first having the right to Union representation.
- (b) Formal or written complaints by employees or citizens, directed toward a Supervisor, shall be promptly called to the Supervisor's attention.
- (c) Time lost by a Supervisor in connection with any incident mentioned in this Article shall not be charged against the Supervisor.

ARTICLE 35. CIVIL SERVICE JURISDICTION

- (a) For the duration of this Agreement, Civil Service Rules & Regulations as set forth in the Charter of the City of Muskegon, applicable to conditions of employment exclusive of provisions as set forth in this Agreement, shall be recognized as binding and adherent policies by the Employer and the Union.

- (D) It is further agreed that in the event any provision(s) of said Civil Service Rules & Regulations is declared invalid, unenforceable or non-functional, the parties effected by this Agreement shall enter into immediate collective bargaining negotiations upon the request of the Employer or the Union for the purpose of arriving at mutually satisfactory replacements for such provisions.

ARTICLE 36. APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

Appendix A - Classifications and Rates

Appendix B - Longevity

ARTICLE 37. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect from January 1, 1987 until 11:59 p.m., December 31, 1988.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- (c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on 10 days' written notice of termination.
- (d) 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.
- (e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington, Lansing, MI 48906; and if to the Employer, addressed to City of Muskegon, City Hall, Muskegon, MI 49443; or to any such address as the Union of the Employer may make available to each other.

ARTICLE 38. CLASSIFICATIONS

The current classifications and corresponding pay ranges are reflected in the attached salary schedule. The job descriptions corresponding to the aforementioned classifications will be used exclusively in the future.

In addition, the following classifications with corresponding pay ranges for the 1987 through 1988 contract are to be provided:

<u>CLASSIFICATION</u>	<u>PAY RATE EQUIVALENT</u>
Equipment Supervisor	Public Utilities Supervisor
Park Supervisor	Park Supervisor
Special Operations Supervisor	Public Utilities Supervisor
Chief DPW Supervisor	Engineering Department Supervisor

ARTICLE 39. INSURANCE RENEGOTIATION

The City agrees to reopen negotiations upon Union notification on or about January 1, 1988 for the limited purpose of negotiating the option of permitting employees who retire after June 1, 1987 to purchase a \$2.00 copay prescription plan.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

MICHIGAN COUNCIL #25, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO

Patricia Phillips
Patricia Phillips

Walter G. Gley
Mayor

Robert S. Waite
Robert Waite

City Clerk

Herman Borgerding
Herman Borgerding

Witnessed

Robert F. Hagemann
Robert F. Hagemann

AFSCME SUPERVISORS

CLASSIFICATION AND SALARY SCHEDULES
 JANUARY 1, 1987

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MO.</u>	<u>18 MO.</u>	<u>30 MO.</u>	<u>42 MO.</u>
Engineering Department Supervisor	23,943	25,441	26,938	28,161	29,929
Water Plant Supervisor	23,943	25,441	26,938	28,161	29,929
Chief Department of Public Works Supervisor	23,943	25,441	26,938	28,161	29,929
Public Utilities Supervisor (Water/Sewer)	20,604	21,893	23,182	24,467	25,756
Public Works Supervisor (Street/Traffic)	20,604	21,893	23,182	24,467	25,756
Sanitation Supervisor	20,604	21,893	23,182	24,467	25,756
Cemetery Supervisor	20,604	21,893	23,182	24,467	25,756
Parks Supervisor	20,604	21,893	23,182	24,467	25,756
Building Maintenance Supervisor (City Hall)	20,604	21,893	23,182	24,467	25,756
Harbor Master	20,604	21,893	23,182	24,467	25,756
Equipment Supervisor	20,604	21,893	23,182	24,467	25,756
Special Operations Supervisor	20,604	21,893	23,182	24,467	25,756
Housing Rehabilitation Administrator	19,623	20,851	22,078	23,303	24,531
Assistant Planners	19,623	20,851	22,078	23,303	24,531
Printing and Graphics Supervisor	19,623	20,851	22,078	23,303	24,531
Building Maintenance Supervisor (Housing)	16,554	17,590	18,625	19,658	20,692
Recreation Coordinator	16,554	17,590	18,625	19,658	20,692
Senior Adult Program Coordinator	16,554	17,590	18,625	19,658	20,692
Recreation Supervisor	16,554	17,590	18,625	19,658	20,692

AFSCME SUPERVISORS

CLASSIFICATION AND SALARY SCHEDULES

JANUARY 1, 1988

CLASSIFICATION	START	6 MO.		18 MO.		30 MO.		42 MO.	
Engineering Department Supervisor	24,781	26,331	27,881	29,147	30,977				
Water Plant Supervisor	24,781	26,331	27,881	29,147	30,977				
Chief Department of Public Works Supervisor	24,781	26,331	27,881	29,147	30,977				
Public Utilities Supervisor (Water/Sewer)	21,325	22,659	23,993	25,323	26,657				
Public Works Supervisor (Street/Traffic)	21,325	22,659	23,993	25,323	26,657				
Sanitation Supervisor	21,325	22,659	23,993	25,323	26,657				
Cemetery Supervisor	21,325	22,659	23,993	25,323	26,657				
Parks Supervisor	21,325	22,659	23,993	25,323	26,657				
Building Maintenance Supervisor (City Hall)	21,325	22,659	23,993	25,323	26,657				
Harbor Master	21,325	22,659	23,993	25,323	26,657				
Equipment Supervisor	21,325	22,659	23,993	25,323	26,657				
Special Operations Supervisor	21,325	22,659	23,993	25,323	26,657				
Housing Rehabilitation Administrator	20,310	21,581	22,851	24,119	25,390				
Assistant Planners	20,310	21,581	22,851	24,119	25,390				
Printing and Graphics Supervisor	20,310	21,581	22,851	24,119	25,390				
Building Maintenance Supervisor (Housing)	17,133	18,206	19,277	20,346	21,416				
Recreation Coordinator	17,133	18,206	19,277	20,346	21,416				
Senior Adult Program Coordinator	17,133	18,206	19,277	20,346	21,416				
Recreation Supervisor	17,133	18,206	19,277	20,346	21,416				

