

12/31/88

AGREEMENT

Beteen

THE CITY OF MUSKEGON, MICHIGAN

A HOME RULE CITY

and

LOCAL # 586

UNIT 2

SERVICE EMPLOYEES UNION

January 1, 1987 through December 31, 1988

Muskegon, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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THIS AGREEMENT, made this 1st day of January, 1987, A.D., by and between the City of Muskegon, a Michigan Home Rule City, hereinafter designated as the "Employer", and Local 586 of the Public Employee's Union of Southwestern Michigan, hereinafter referred to as the "Union", under the provisions of the Public Employee Relations Act, 336 of the Public Acts of 1947, as amended,

WITNESSETH:

SECTION 1 - PURPOSE It is the purpose and intent of the parties to this Agreement that its results shall promote mutual cooperation and further the welfare of the City of Muskegon and its employees; insure a spirit of confidence and cooperation between the Employer and its agents and employees; set forth the general policy of the City on personnel matters and procedure; establish uniform and equitable rates of pay and hours of work; provide for a disposition of grievances and to improve the efficiency of municipal services and assure the greatest return for tax dollars.

SECTION 2 - DEFINITIONS The term "employee" as used in this Agreement shall mean any employee who is eligible for membership in the Union within the Bargaining Unit as described in Section 3 of the Agreement. The term "employer" as used in this Agreement shall mean the City of Muskegon as the public employer and its duly authorized officers and/or agents.

.1 The term "management" as used in this Agreement shall mean the duly authorized officials and supervisors of the public employer.

SECTION 3 - RECOGNITION The City recognizes the Union as the exclusive bargaining representative and agent with respect to rates of pay, wages or salaries, hours of work and other terms and conditions of employment for permanently-appointed, part-time and seasonal employees in the following Departments or Divisions:

Equipment
Highway
Sanitation
Water and Sewer Maintenance
Cemetery
Water Filtration and Pumping
Waste Water Treatment
Traffic Sign Maintenance
Parks Maintenance
Building Inspection Department
Engineering Department
Communication
Mail Maintenance

and the Classifications:

Rehabilitation Inspector
Parking Meter Checkers

excluding all clerical, confidential, supervisory, and managerial personnel.

SECTION 4 - UNION SECURITY All employees covered by this Agreement shall as a condition of employment either join the Union and remain a member in good standing for the duration of the contract, or pay an amount equal to the monthly dues as a service fee.

- .1 For the purpose of this Agreement, the term "dues" shall mean all regular monthly dues, assessments, and fines.
- .2 The Employer shall submit check-off forms furnished by the Union conforming with the terms of this section to new employees at time of hiring.
- .3 The Union Security clauses in this Agreement are only conditioned by current and future State Labor laws and legal interpretations thereof.

SECTION 5 - DEDUCTION OF DUES Employees may, in writing on forms provided, direct the City to deduct from their wages each month the amount of their union dues to the Union. The City agrees to comply with such written authorization received by the City Finance Director from the employee for the personal payroll deduction or membership dues, or their equivalent. Said deductions shall be withheld from the first payroll period in each month and delivered by lump-sum payment to the Secretary/Treasurer designated by the Union. Such sum to be delivered to the Union within five (5) days of deduction along with a complete dues-deduction list.

SECTION 6 - MAINTENANCE OF DUES The **written authorization of the** employee **for the** deduction of dues shall **remain in full force and** effect until revoked by him by written notice, signed by **the** employee and received by **the** Employer and the Union, **not more than** sixty (60) days and not less than thirty (30) days before **any** anniversary or termination date of this collective bargaining Agreement.

SECTION 7 - MANAGEMENT RIGHTS The Union recognizes the sole and exclusive prerogative of the City to operate and manage its affairs in all respects in accordance with its public trust and interest, and further recognizes that the powers and authority which the City has not officially and specifically abridged, delegated, or modified by this Agreement are retained by the City.

- .1 This Agreement is not intended to be, nor shall be, restrictive of or a waiver of the rights of management not officially and specifically abridged, delegated, or modified herein.
- .2 It is further understood that management shall have the right to make such reasonable rules and regulations not inconsistent with the terms of this Agreement as it may from time to time deem necessary for the purpose of maintaining discipline, order, and efficient operations and service to the community.

SECTION 7 - MANAGEMENT RIGHTS (Continued)

- .3 The reasonableness of any new rule with respect to the general conduct of employees which would involve warnings, disciplinary layoffs, or discharges may be questioned through the grievance procedure as set forth in this Agreement.
- .4 Nothing in this Agreement shall limit the City's management functions, under which it shall have, among others, the right to discipline, suspend, or discharge for just cause; to determine the qualifications of employees, to observe and evaluate an employee's job performance and to apply disciplinary action to ensure a full day's work for a fair day's wages.

SECTION 8 - REPRESENTATION All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure by the Union steward and the chairman, or vice chairman, to be chosen by the Union. For purpose of contract negotiations all employees covered by this Agreement shall be represented by the chairman, or vice chairman, and bargaining committee persons.

- .1 The Union may have a representative present at all discussions of a grievance, and any adjustments that may result therefrom shall not be inconsistent with the terms of this Agreement.
- .2 Within the language of the present Section, the maximum number of representatives who shall be paid by the City shall be as follows: (a) Two (2) employees (a Union

SECTION 8 - REPRESENTATION (Continued)

steward and the chairman, or vice chairman) while processing a specified grievance up to and including arbitration, plus the individual grievant; additionally such witnesses as may be necessary to provide testimony at an arbitration hearing will be made available; and (b) three (3) employees on the Contract Bargaining Committee. The Union shall, as of date of execution of this Agreement, deliver the required information to the Employer in writing.

- .3 Compensation shall be at the employee's regular straight-time rates of pay and shall cease at the end of the employees¹ regular scheduled working hours of any day of an assigned shift. The employees shall furnish a daily record of negotiating or grievance processing to the Employer.
- .4 Any Employee, prior to conducting Union business, during working hours, shall supply, in writing, a fully executed "Request To Conduct Union Business" form to the employee's immediate supervisor, on a form to be provided by the City, a copy of which is attached hereto as Appendix C.

SECTION 9 - JOB STATUS AND FUNCTIONS OF UNION OFFICERS. Union officers who are employees of the City shall be paid by the City for the time spent in the processing of grievances and for negotiations directly related to administration of this Agreement conducted during regular working hours according to the conditions set forth in Section a.

SECTION 9 - JOB STATUS AND FUNCTIONS OF UNION OFFICERS (Continued)

.1 Duties of Union officers (in relation to the City):

CHAIRMAN: It shall be the duty of the Unit's Chairman to preside at all meetings between the employer and the Union whenever possible.

VICE CHAIRMAN: It shall be the duty of the Unit's Vice Chairman to preside at all meetings between the Employer and the Union when the Chairman cannot attend such meeting.

COMMITTEE PERSON: It shall be the duty of the Committee Person to attend all negotiations involving the institution of a new Union/City Contract, and to assist and/or substitute as a Steward when one is not available, or when a representative is needed by a Steward.

STEWARD: It shall be the duty of the Steward to investigate and represent employees at the first two steps of the grievance procedure.

CHIEF STEWARD: It shall be the duty of the Chief Steward to investigate and represent a grievant from the third (3rd) step of the grievance procedure through Arbitration.

ALTERNATE STEWARD: It shall be the duty of the Alternate Steward to fill in for the regular Steward, when the regular Steward is not available.

.2 The names of the committee person, steward, or alternate in each department shall be given in writing to the Employer. No committee person, steward or alternate

SECTION 9 - JOB STATUS AND FUNCTIONS OF UNION OFFICERS (Continued)

shall function as such until the Employer has been advised of his or her selection, in writing by any International, Local or Unit official. Any changes in committee persons, stewards or alternates will be reported to the Employer in writing as far in advance as possible.

- .3 Executive officers of the International and/or Local Union and/or their representatives, duly authorized to represent the Union, and/or the President of the Local Union, if not employed by the City, will be permitted to participate in any discussions relative to hours, wages and working conditions at any time. When a Union representative visits the work site, the Employer, if available, will be notified.
- .4 Any committeeman, steward or alternate, or other officers of the Local Union, employed by the City, having an individual grievance in connection with his own work may ask for a member of the bargaining committee to assist him in adjusting the grievance, in a manner provided for in the grievance procedure.

SECTION 10 - GRIEVANCE PROCEDURE A grievance is defined as an alleged violation of a specific section or paragraph of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure:

SECTION 10 - GRIEVANCE PROCEDURE (Continued)

- Step 1 - Within ten (10) working days after the date of an alleged occurrence of a grievance, the aggrieved employee will take the matter up with his immediate supervisor. The employee may request the presence of the steward or committeeperson of his department at that time. The supervisor shall send for such steward without undo delay and without further discussion. The supervisor shall give an oral answer to the employee within the following three (3) working days.
- Step 2 - If the matter is not settled at Step 1, the Union may submit, within the three (3) work days following the oral answer, a written and signed "Statement of Grievance" to the immediate supervisor. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by reference, shall state the contention of the employees and of the Union with respect to these provisions, indicate the relief requested, and be signed by the grievant and an authorized Union representative. Within three (3) working days following next after the personal receipt of the Statement of Grievance, the supervisor shall submit a written answer to the employee and to the Union upon the grievance form or attached thereto. If the matter is settled at Step 2, the employee shall sign the grievance stating that result.

SECTION 10 - GRIEVANCE PROCEDURE (Continued)

- Step 3 - If the matter is not settled at Step 2, the Union may appeal the matter, within three (3) working days next following the submission of the written answer, to the Superintendent of the Department; who shall either (a) issue a written disposition within three (3) working days next following personal receipt of the written appeal, or (b) within the same period of time, initiate and hold a meeting with all parties involved in the dispute to date and the Department Head. The Department Head shall submit a written disposition of the matter within forty-eight (48) hours next following the conclusion of the meeting. If the matter is settled at Step 3, the Union shall sign, stating that result.
- Step 4 - If the matter is not settled at Step 3, the Union may submit a notice of appeal and the grievance to the City Manager within forty-eight (48) hours next following submission of the written disposition. The matter shall be taken up within five (5) working days next following personal receipt of the notice of appeal. The City Manager shall issue a written disposition within five (5) working days next following conclusion of the meeting.

SECTION 10 - GRIEVANCE PROCEDURE (Continued)

The City shall have the right to notify the Unit Chairman of the alleged violations of the Agreement or conduct on the part of Bargaining Unit employees which is inconsistent with the terms of this Agreement which would result in a conflict with the purpose and intent of Section 1 of this Agreement. The Unit Chairman shall transmit the appropriate response or disposition of the Union of the matter to the Employer within ten (10) working days of receipt of the said notice of Employer.

SECTION 11 - TIME LIMITS Time limits may be extended by management and the Union in writing; then the new date shall prevail. Any grievance not advanced to the next step within the time limit within that step by the employee or the Union shall be deemed abandoned and not subject to further appeal.

- .1 Any disposition of an appeal step which is not issued within the time limits specified shall result in a forfeiture of further management disposition on the matter.
- .2 The relief requested in the grievance shall take effect upon confirmation that the time limits provided for disposition by management in the above grievance procedure have been exceeded.

SECTION 11 - TIME LIMITS (Continued)

- .3 Mediation may be initiated by either party at the Step 4 conferences of the Grievance Procedure. In the event mediation is utilized, the time limits for arbitration shall commence upon the date of termination of the mediation procedure. All notices of intent to mediate or arbitrate shall be in writing. The maximum number of days for proper notice in either case shall be ten (10) calendar days. (Amends Sec. 12 also)

In case of grievance involving discharge from employment for cause, mediation shall require mutual agreement.

SECTION 12 - ARBITRATION AS TERMINAL POINT OF GRIEVANCE PROCEDURE

If the grievance is not adjusted by any of the above steps, the Union may within ten (10) calendar days after receipt of the written answer from the City Manager, give notice of its intent to submit the grievance to arbitration. In the event the Employer and Union cannot agree on the choice of an Arbitrator within ten (10) calendar days after the Union has notified the Employer of its intention to arbitrate, the parties shall then obtain a panel of five (5) names from the Michigan Employment Relations Commission. The Arbitrator shall then be selected in accordance with the rules and regulations of the Michigan Employment Relations Commission. The Arbitrator may determine the effective date for his disposition of a grievance, shall have full authority in any

SECTION 12 - ARBITRATION AS TERMINAL POINT OF GRIEVANCE PROCEDURE

(Continued)

way the facts justify to alter or change discipline or discharge penalties imposed by management. The Arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this Agreement, and shall not add to, detract from, or alter in any way its provisions. The Arbitrator's decision shall be final and binding on both parties. The fees and expenses of the Arbitrator, and cost of place of such hearing as is selected for the hearing by mutual agreement of the parties, will be equally divided between the Employer and the Union. The parties shall bear individually the costs of presenting their respective case in arbitration.

- .1 Arbitration shall not be available as a remedy for disputes arising from contract negotiations or matters of maintenance of conditions arising under Section 43 of this Agreement.
- .2 Arbitration shall not be available as a remedy for disputes arising with regard to employee performance evaluation. Such disputes may proceed through the grievance procedure to Step 4, the City Manager's step, but shall not proceed to arbitration.

SECTION 13 - SENIORITY Hourly rated employees shall serve a minimum sixty (60) days probationary period, with the Employer having the right to extend the probation no more than thirty (30)

SECTION 13 - SENIORITY (Continued)

days of employment. Salaried employees of the highest group rates shall serve a six (6) calendar months' probationary period.

- .1 There shall be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period. Discharges of probationary employees shall not be subject to the grievance procedure.
- .2 Bargaining unit seniority is an employee's length of accumulated time in Unit 2, Local 586 since the day and year of the employee's last day of hiring, less such time as seniority does not accrue during the employee's absence as provided in this agreement and less time lost due to layoff. Classification seniority shall be the amount of accumulated service within a classification; departmental seniority shall be the amount of accumulated service within a department. City wide seniority is defined as the length of uninterrupted employment with the City since the day and year of employee's last date of hiring, less such time as seniority does not accrue during the employee's absence as provided in this Agreement, and less time lost due to layoff.
- .3 An employee shall lose his seniority rights under the following conditions:
 - A. If he resigns, or is discharged for just cause or retires.

SECTION 13 - SENIORITY (Continued)

- B. If he is absent for three (3) working days without notice to the head of his department, or fails to report for three (3) working days after expiration of a leave of absence without notice to the head of the department; providing no reasonable excuse has been submitted to the Employer for the failure to adhere to the above stipulation.

 - C. After a layoff, failure to report to the former job in a department where the employee's seniority status prevails within three (3) working days after receipt of notice from the City addressed to the employee's last known address instructing him to report for work, or failure within three (3) working days after such notice to notify the City of satisfactory reasons.

 - D. After six (6) consecutive months' layoff for employees having less than one (1) year seniority as of the date of layoff; after twelve (12) consecutive months' layoff for employees having (1) year, but less than three (3) years, seniority as of the date of layoff.

After eighteen (18) consecutive months' layoff for employees having three (3) years, but less than five (5) years, seniority as of the date of layoff, and after twenty-four (24) consecutive months' layoff for employees having five (5) or more years seniority as of the date of layoff.
- .4 The Unit will receive a quarterly list of personnel changes.

SECTION 14 - SEASONAL EMPLOYEES

- .1 Seasonal employees shall attain permanent status only upon completion of twelve (12) continuous months of employment without interruption, or through promotion or transfer.

SECTION 14 - SEASONAL EMPLOYEES (Continued)

- .2 Seasonal employees shall acquire seasonal seniority applicable to seasonal employment on an accumulative service basis, provided that service is not interrupted for a period in excess of twelve (12) consecutive months.
- .3 After the completion of thirty (30) calendar days as provided in Section 4, seasonal employees shall be subject to the Union Security provisions.
- .4 Seasonal employees shall acquire the rights of permanent status subject to a one hundred fifty (150) calendar day probationary period following completion of the seasonal service period of twelve (12) months of continuous service. Seniority shall be retroactive to the start of the one hundred fifty (150) day probationary period.
- .5 Seasonal employees shall be entitled to only the representation, overtime, holiday pay, maternity leave, bumping procedures and military leave (in accordance with applicable state and federal law) benefits provided by this Agreement. An accumulated total of eight (8) months' employment shall entitle a seasonal employee to 1.5 annual personal leave days.
- .6 Seasonal employees shall begin to accrue sick leave after the completion of seven (7) months of continuous seasonal employment at the rate of one (1) day of accumulation for each additional month (example: one day for the eighth

SECTION 14 - SEASONAL EMPLOYEES (Continued)

month, one day for the ninth month, etc.). Seasonal employees' sick leave, once accumulated, may be maintained for a period not in excess of one year during the time when a seasonal employee is laid off.

- .7 Seasonal employees who exercise their bumping rights must remain in the new department until laid off at which time they may elect to return to their original department, using bumping procedures as provided.
- .8 Seasonal employees shall acquire seasonal seniority for the purposes of layoff, recall, and transfer within seasonal positions ninety (90) calendar days from date of hire, which shall be retroactive to the date of hire.
- .9 Management shall have the right to transfer seasonal employees from one department to another within seasonal positions.
- .10 The regular working hours of seasonal employees shall be eight (8) hours per day and forty (40) hours per week. The work schedules shall be established by management.
- .11 Seasonal employees may be represented for grievance procedure in accordance with the terms of this Agreement.
- .12 Seasonal employees shall not be employed to displace permanent employees, and shall not replace permanent employees laid off from their positions.

SECTION 14 - SEASONAL EMPLOYEES (Continued)

.13 The following procedures are presented for the recall of seasonal employees:

Step 1 - City-wide seniority governs recall. The name at the top of the list shall be called back to the first seasonal opening city-wide within the bargaining unit.

Step 2 - A seasonal employee may defer recall to a department other than that of his original department in the preceding hiring period. He cannot refuse recall to the original department without loss of seniority.

Step 3 - If an employee refused City-wide recall, he shall not be returned to employment until called according to his seasonal seniority to the original department hiring in the preceding year.

Step 4 - The department shall pass over refusals of recall to fill vacancies in the time of recall in accordance with the seniority list. (From supplement dated January 12, 1971.)

.14 The duties of a seasonal maintenance person:

A. General labor and driving of trucks (up to three-quarter (3/4) ton) for the sole purpose of transporting hand tools, equipment and personnel necessary for job assignment shall be included

SECTION 14 - SEASONAL EMPLOYEES (Continued)

(within the duties of the position of seasonal maintenance person).

- B. No seasonal employee shall assume supervisory or other duties of permanent position when a permanent employee is available for said duties.
- C. No seasonal employee shall be hired for the purpose of eliminating a permanent position.
- .15 All permanently appointed laborers shall be allowed to drive trucks (up to three-quarter (3/4) ton) for the sole purpose of transporting hand tools, equipment, and personnel necessary for a job assignment.
- .16 Seasonal employees shall be furnished identification tags or badges to be worn during working hours.
- .17 Seasonal employees will get no other or further benefits than stated in this Section (14).

SECTION 15 - LAYOFF AND RECALLS

.1 Layoff.

The employer has the right to lay off within a classification and/or department. Layoffs will be based, in order of seniority on the following:

SECTION 15 - LAYOFF AND RECALLS (Continued)

- A. bargaining unit seniority
- B. classification seniority
- C. departmental seniority
- D. city wide seniority

(as defined in Section 13.2)

The employer will give full time permanent employees seven (7) working days' notice of layoffs.

.2 Upon layoff the following procedures shall apply:

- A. Probationary employees will be laid off first from the classification(s) to be reduced within a department.
- B. If there are not enough probationary employees in the classifications affected, then employees with the least seniority in the classification(s) will be laid off with seven day calendar notice.
- C. Permanent full-time employees laid off from their permanent classification who exercise their bargaining unit seniority to displace the least senior employee in the same, lateral or lower classification must notify the employer of their intent to bump within three (3) working days after layoff.
- D. Permanent full-time employees laid off from their permanent classification and who elect to follow the bumping procedure to exercise their bargaining unit seniority rights must accept employment in the new position within six (6) working days of layoff.

SECTION 15 - LAYOFF AND RECALLS (Continued)

There will be no break in seniority under the aforesaid provision.

- E. Employees who have bumped a less senior employee (as described in C. above) must possess the ability to do the work required. A decision on the ability of the employee to do the work shall be made by the Management not less than fifteen (15) days nor more than six (6) months after the bump is effective. The employee shall be notified of such decision in writing. However, if an employee claims a job in a classification where she/he was previously qualified, there will be no qualification requirement.
- F. Any employee laid off from his/her permanent classification who has exercised bargaining unit seniority to bump into a same, lateral, or lower classification and is subsequently laid off and elects to exercise bargaining unit seniority will do so based on his/her permanent classification.
- G. The employer will not use any employee in a classification in which he/she is not classified if another employee is laid off therefrom, except in case of emergency.
- H. Employees who exercise their seniority under this section will be paid at the same rate in a lateral assignment or at the highest rate paid for a lower classified assignment.

SECTION 15 - LAYOFF AND RECALLS (Continued)

I. Employees past the age of seventy (70) will be placed at the bottom of the seniority list for the purpose of layoff and will be subject to the bumping procedure as specified in this section.

.3 Recall

In order to facilitate the recall procedure, recalls will be in inverse order of layoff, and the following will apply:

- A. The employer will notify the employee of recall, however, it is the employee's responsibility to notify the employer of his intention to return to work and the date which she/he will report. The employee will have three (3) working days from the notice of recall to contact and to notify the employer accordingly.
- B. When employees are recalled, they will be returned to their permanent classifications in order of their bargaining unit seniority with the high senior employees who hold the permanent classification recalled first, and before any other employee with less bargaining unit seniority is recalled or returned to that permanent classification.
- C. Employees recalled to their permanent classifications must return to their permanent classifications (as described in A. of this section) or they will be deemed to have terminated their employment voluntarily.

SECTION 15 - LAYOFF AND RECALLS (Continued)

D. Employees who have elected not to exercise their bargaining unit seniority after having been laid off and who have not been recalled to their permanent classifications must return to open classifications in a lateral or lower classification provided that:

- (1) There is an employee with higher bargaining unit seniority working in the laid off employee's permanent classification.
- (2) If, during recall, an employee refuses to accept the available lateral or lower classifications she/he will be deemed to have terminated his/her employment voluntarily.

SECTION 16 - VACANCIES AND JOB OPENINGS All employees shall be given equal opportunity to familiarize and train for promotion. In recognition whereof the parties to this Agreement do hereby agree that the job description, as contained in the City's classification plan of the duties enumerated in the plan, of a higher classified position, shall not constitute "working out of classification" unless such assignment be made repetitively so as to equal the equivalent of one employee being assigned to 50% or more of the exclusive-enumerated duties of the higher classification over a period of time defined as in excess of sixty (60) consecutive calendar days. The word "days" shall be defined as any part of the scheduled work day.

SECTION 16 - VACANCIES AND JOB OPENINGS (Continued)

- .1 Should it become necessary to fill a vacancy in a classified position of the City's service or to add to authorized manpower, the Union agrees all opportunities for transfers and promotions as provided by this Agreement shall be made available through promotional examination, but that concurrently said opportunities shall be made available through open advertisement and general examinations for the establishment of an eligible list, so as to avoid unnecessary delay in filling the position should eligible employees fail to meet the requirements of the position or refuse promotion or transfer.
- .2 If a vacancy is of an emergency nature, management may designate an emergency substitute not to exceed thirty (30) calendar days.
- .3 Any employee upon request, who works forty (40) hours and five (5) consecutive working days in a higher classification shall be paid the rate of the higher classification for such forty (40) or more hours of consecutive working days. The employee shall be paid in accordance with the rate of pay in the higher classification which is next higher than his own present rate of pay in his own present classification.
- .4 No employee shall be reallocated to a higher permanent position or higher rate of pay because of temporary assignment.

SECTION 16 - VACANCIES AND JOB OPENINGS (Continued)

- .5 No employee who is a successful bidder, and is employed in a new position, under the transfer and promotion provisions of this Agreement shall have the right to bid on any job opening for a period of six (6) calendar months from the date of the successful bid.

SECTION 17 - NON-PROMOTIONAL TRANSFERS Employees may request a transfer to fill a vacancy of a non-promotional nature within the bargaining unit. Transfers are subject to the provisions of seniority in the event of a job opening, and the senior employee shall be given the first consideration for the transfer. Any employee filling a vacancy of a non-promotional nature shall be given up to six (6) calendar months to prove his ability. The employee shall be notified in writing of the decision. He shall be paid at the rate agreed upon for the classification but shall be subject to the six (6) calendar months probationary period covered above. If unable to qualify, he shall be returned to his former position without prejudice at the rate of pay for such position.

SECTION 18 - PROMOTIONS In all cases of promotion from one classification to another, the following factors will be considered before seniority governs:

- A. Knowledge, training, ability, skill and efficiency
- B. Physical fitness
- C. Attendance Record

SECTION 18 - PROMOTIONS (Continued)

Where these three factors are relatively equal, the length of continuous service shall govern.

- .1 Any employee filling a vacancy of a promotional nature, for which he has not been previously classified, shall be given up to six (6) calendar months to prove his ability. If unable to qualify, he shall be returned to his former position, without prejudice, at the rate of pay for such position.
- .2 From the date of entering the classification, the employee shall be paid at the minimum rate agreed upon for the classification, and shall be subject to the six (6) calendar months probationary period covered above; provided any employee appointed to a job by promotion, carrying a lower starting rate than the rate received at the time of appointment, shall continue to receive not less than the rate received at the time of appointment, and shall, upon recommendation, continue to receive increases until the top for the working classification is received, subject to the provisions of the wage schedule adopted by virtue of this Agreement.
- .3 Any employee may exercise his prerogative to refuse promotion or transfer without bias or loss of seniority.

SECTION 19 - WORKING HOURS COVERING STANDARD OPERATIONS The standard work week shall consist of forty (40) hours per week, Monday through Friday.

SECTION 19 - WORKING HOURS COVERING STANDARD OPERATIONS (Continued)

- .1 The standard work day shall consist of eight (8) hours per day for first shift operations where the majority of such hours fall between 7:00 A.M. and 5:00 P.M. Meal period allotments and rest period breaks shall apply as they pertain in Section 22 and 23, respectively. Pay for a full shift period shall be a sum equivalent to eight (8) times the regular hourly rate, with no pay for the lunch period and no premium.
- .2 The standard work day for employees assigned to the second shift shall consist of eight (8) hours where the majority of such hours fall between 4:00 P.M. and 12:00 Midnight. Meal period allotments and rest period breaks shall apply as they pertain in Sections 22 and 23, respectively. Pay for a full second shift shall be a sum equivalent to eight (8) times the regular hourly rate plus a ten (10%) percent shift premium.
- .3 The standard work day for employees assigned to the third shift shall consist of eight (8) hours where the majority of such hours fall between 12:00 Midnight and 7:30 A.M. Meal period allotments and rest period breaks shall apply as they pertain in Sections 22 and 23, respectively. Pay for a full third shift shall be a sum equivalent to eight (8) times the regular hourly rate plus a fifteen (15%) percent shift premium.

SECTION 19 - WORKING HOURS COVERING STANDARD OPERATIONS (Continued)

.4 The Employee shall receive two (2) hours minimum pay for reporting for duty on his regularly scheduled shift in the event he is not required to work the full shift of a normal work day in excess of the first two hours.

A. The minimum pay shall not be paid if the employee is notified no later than one (1) hour prior to his regular scheduled shift.

SECTION 20 - OVERTIME AND HOLIDAY PAY Employees shall receive the overtime benefits provided for in this Agreement provided they worked their full straight-time scheduled work-week as established in this Agreement. Paid holidays shall be counted as time worked. Authorized time-off, other than disciplinary time off, will be considered as time worked for the purpose of computing overtime and fringe benefits.

.1 Time-and-one-half shall be paid for time worked in excess of the employee's regularly-scheduled shift in any continuous twenty-four hour period subject to the exceptions for double-time and shift transfers provided in this Agreement.

.2 Employees who worked the last scheduled day preceding and the first scheduled day following a paid holiday shall receive eight times the regular hourly rate in addition to the applicable rate for all hours worked.

SECTION 20 - OVERTIME AND HOLIDAY PAY (Continued)

nis new starting time, he shall be compensated at the rate of one-and-one-half times his regular hourly rate during any hours worked in an eight-hour period as prescribed above.

- .5 If in any work week, as the result of a shift change, an employee is permitted to, or required by the City to, work and is not permitted, or required by the City, to work the number of hours in the then-established weekly working schedule of his new shift, he will be reimbursed for time lost as a result of such shift change.
- .6 Any employee called out to work outside his regular working hours shall receive a minimum of two hours' pay. Time shall commence at time of call. The time of call shall be recorded by supervision. A maximum of one-half hour shall be paid from time of call to time of reporting for work. The employee shall report his time of arrival to the designated work area.
- .7 Overtime among full time employees within classifications shall be equalized whenever practical among those who sign up and who are capable of performing the work.

SECTION 20 - OVERTIME AND HOLIDAY PAY (Continued)

There will be an overtime sign up sheet posted and available to all employees every two weeks. Employees wishing to work overtime during that period will sign up. An employee on such a roster who is not able to be reached or who has been excused from overtime shall be credited for purposes of overtime equalization with the hours as if he/she had actually worked them. It is understood that overtime will be mandatorily assigned if there are no voluntary employees and conditions necessitate. Regular employees who desire overtime work shall be given first opportunity to do so before probationary and seasonal employees whenever practicable, and in all cases when available overtime work is scheduled on or before a day preceding that in which the overtime work is to be performed. An up-to-date overtime list is to be made available to all employees for their inspection by posting where practical or by a satisfactory equivalent method.

SECTION 21 - HOURS OF WORK COVERING NECESSARY SEVEN-DAY

CONTINUOUS OPERATIONS Employees working in necessary continuous seven day operations shall work eight hours on each

SECTION 21 - HOURS OF WORK COVERING NECESSARY SEVEN-DAY

CONTINUOUS OPERATIONS (Continued)

shift less one-half hour for meals and shall receive eight hours' pay.

- .1 Time-and-one-half shall be paid for all hours worked in excess of eight paid hours in any one day and for all hours worked which are not scheduled hours. All employees' schedules shall be posted not less than one week in advance of the beginning of the next pay period.
- .2 Second shift premium for seven-day operations shall be twenty cents (\$.20) per hour, and the third-shift premium for seven-day operations shall be twenty-five cents (\$.25) per hour.
- .3 Salaried and hourly employees working their regular shift in a necessary continuous seven-day operation will receive two-and-one-half (2 1/2) times their regular rate for all hours worked on any of the paid holidays provided for in this Agreement, and double time for Sundays and holidays worked when these days fall outside the normal established schedule.
- .4 As to the employees in necessary seven-day continuous operations, if a holiday as designed by this Agreement falls on an employee's regular day off, the employee shall be given an additional day off. The additional day off to be taken in lieu of the holiday under this provision shall be approved in advance by the Supervisor of Water Filtration.

SECTION 21 - HOURS OF WORK COVERING NECESSARY SEVEN-DAY

CONTINUOUS OPERATIONS (Continued)

- .5 During the months of May, June, July and August, during each year during this Agreement, employees at the Water Filtration Plant shall be allowed to schedule two (2) persons on vacation at the same time with the supervisor's permission and based on the needs of the Plant.

SECTION 22 - MEAL PERIODS An employee shall be entitled to a half-hour unpaid meal period after the completion of four (4) hours' work on his regularly scheduled first shift, as provided in Section 19. An employee assigned to the engineering or inspection departments shall receive one (1) hour unpaid lunch break after four (4) hours' work on his regularly scheduled first shift as provided in Section 19. Employees scheduled for standard second and third shift operations, and employees involved in a necessary seven-day continuous operation will receive a paid half hour lunch period scheduled by mutual agreement of the employee and the supervisor.

- .1 An employee who is required to work continuously beyond a regularly-scheduled work shift shall be entitled to a twenty-minute paid meal period if such overtime will cause him to work five continuous hours since the end of his period, provided said employee is to be required to work beyond this break. Therefore, the employee shall be entitled to a meal period in the same manner as prescribed in the preceding paragraph of this Section.

SECTION 22 - MEAL PERIODS (Continued)

- .2 An employee called out for overtime work shall be entitled to one-half hour paid meal period upon completion of each four hours of continuous work, provided said employee is to be required to work beyond the meal period.
- .3 Employees shall be entitled to a reasonable amount of paid cleanup time prior to meal periods and at the end of the work shift. Such time shall be established by department, and shall be determined by available facilities and extremities of employee assignment. Whenever practical, the time allowed will be five minutes before lunch and ten minutes prior to quitting time.
- .4 Employees shall not use City vehicles for transportation during meal periods unless the employee is on a job site or in transit to or from a job site.

SECTION 23 - REST PERIODS An employee will be accorded two (2) paid rest periods of fifteen (15) minutes each on the scheduled shift which may be used as "coffee breaks", as governed by departmental regulations; provided the right of reasonable temporary relief at other times shall not be eliminated.

The following regulations shall apply to those employees falling within any of the following circumstances:

GROUP A Those employees located and working at permanent and stationary work stations shall comply with the provisions of Section 23, provided that reasonable exceptions shall be allowed with the approval of the department's superintendent.

SECTION 23 - REST PERIODS (Continued)

GROUP B Those employees working on a crew assigned to a specific job other than a stationary and permanent work location shall have appropriate arrangements made whereby either the foreman, or one member of the working crew, shall pick up coffee for all members of the crew. Reasonable sanitary measures will be provided where required. The employer shall allow for reasonable exceptions to these regulations, including the use of City vehicles, when required or necessitated due to adverse weather conditions and physical hardship or safety requirements.

GROUP C Crews or individuals in transit shall be allowed to take their break on direct route to their next assignment.

SECTION 24 - VACATIONS Vacation time shall be accumulated as follows:

Hourly Rate Employees For each increment of 208 hours of straight-time worked during the preceding calendar year, an hourly-rate employee shall accumulate:

- One day during the first ten (10) years of continuous service.
- One-and-one-half days after ten (10) years of continuous service.
- Two days after fifteen (15) years of continuous service.

Salaried Employees Salaried employees shall accumulate:

- One day per month of employment but not to exceed ten (10) days per year during the first ten (10) years of continuous service.
- One-and-one-quarter days per month but not to exceed fifteen (15) days per year after ten years of continuous service.
- One and three-quarters days per month but not to exceed twenty days per year after fifteen years of continuous service.

SECTION 24 - VACATIONS (Continued)

- .1 Any employee of the City, other than a probationary employee, who retires, resigns, or leaves the service of the City shall be entitled to his prorated accumulated vacation time.
- .2 No vacation shall be taken until an employee has been on the payroll for a period of at least six (6) months.
- .3 A day of vacation shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate the employee would have earned on that particular day exclusive of overtime.
- .4 Vacation leave shall not be cumulative and shall be taken during the calendar year following the one in which it was earned; unless conditions render it impossible, all employees shall take their vacation.
- .5 Vacation leave shall be considered as a matter of right and, if cancelled because of work necessity, shall be rescheduled or paid for at straight time as extra compensation for the period.
- .6 Insofar as is possible, subject to the exigencies of employment needs, employees in the several departments governed by this Agreement shall be permitted to select their vacations. Senior departmental employees shall have first choice. Both hourly and salaried employees, in making vacation selections, may choose units of not less than one (1) full scheduled work day. There shall be no vacation of less than one (1) full scheduled work day. In

SECTION 24 - VACATIONS (Continued)

selecting a single-day unit of vacation, the employee shall forfeit a right to a preferred choice by seniority unless arrangements are made with management thirty (30) days prior to the desired date, and provided further that departmental employees with more seniority have not previously selected such date or dates for their vacations to the extent that such scheduling would serve as a hardship on departmental employment needs.

- .7 Between December 1 and December 20 of the calendar year in which vacation time is earned, management of the several departments shall prepare a calendar or schedule for vacations, which shall be circulated among the employees within each department for their selection of vacation time in the next succeeding year. This schedule shall be completed by the employees within the several departments within forty-five (45) calendar days from the date of circulation, but no later than February 15 of the next succeeding year. As of February 15 of each year, the vacation schedules shall be posted in a conspicuous place within each department in order to allow for employee changes as to vacation scheduling. Thereafter, management shall complete the vacation schedules no later than March 2 of any calendar year, and they shall be posted as the final vacation schedules, subject only to the following:
- Each employee shall have the right to make one change as to his personal vacation schedule following March 2 of any calendar year except that no employee shall be able to

SECTION 24 - VACATIONS (Continued)

declare seniority rights in altering said schedule after March 2. Subject to the schedule change noted in the preceding sentence, no vacation that is scheduled as of March 2 of any calendar year may be taken in any fashion other than appears on the schedule without the written consent of the employee's department head given no less than three (3) days in advance of the date to be used.

The Employer shall have the right as of December 1 of each calendar year, to direct that any unused vacation time shall be taken from December 1 through December 31 of any calendar year in accordance with schedules established by management and, if said unused vacation time is not taken as directed, the unused vacation time will be forfeited as of December 31 of that year and may not be carried over into the next succeeding year.

No less than fifty percent (50%) of the vacation time to which an employee is entitled during any calendar year shall be taken in five (5) day increments in accordance with the applicable schedules.

- .8 Should a paid holiday (Section 26) fall during an employee's vacation, the next scheduled work day shall be a vacation day.

SECTION 25 - SICK LEAVE Sick leave shall be accumulated by salaried employees at the rate of one day per month of employment, and by hourly rate employees at the rate of one day for each increment of one hundred seventy-three (173) hours of straight time work during the preceding calendar year. In any event, the accumulation shall not exceed twelve (12) days during any one calendar year.

- .1 All sick leave time shall be accumulated according to the time worked during the preceding calendar year, but may be anticipated during any current year upon authorization of the City Manager.
- .2 If unused, sick leave may be accumulated up to a maximum of one hundred thirty-two (132) days for all employees subject to this Agreement. Any employee who has accumulated one hundred thirty-two (132) days of unused sick leave will be compensated on an annual basis for twenty-five (25%) percent of the accumulated, but unused, sick time in excess of one hundred thirty-two (132) days. This compensation will be paid no later than January 31 of the year following the accumulation. Any employee or employees who have accumulated one hundred thirty-two (132) days of unused sick leave may, in writing, contribute fifty (50%) percent of additional unused and accumulated sick leave in excess of one hundred thirty-two (132) 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

SECTION 25 - SICK LEAVE (Continued)

by a committee comprised of those individuals in the Bargaining Unit who have made the contributions to the Sick Leave Bank.

- .3 A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime.
- .4 An employee may request anticipated sick leave during the first year of employment which, if granted, shall be deducted from his accumulation during that year.
- .5 Sick leave will be taken only for the following reasons, and will be compensated for under the following conditions:

For a service-connected disability other than that for which the employee receives Workers' Compensation insurance benefits for lost time, any illness an employee may contract preventing his ability to perform normally and safely at work or any exposure to contagious disease he may experience through which the health of others would be endangered by his attendance on duty; and injury or illness in his immediate family which requires his presence away from work. For the purposes of this Section, the immediate family shall consist of spouse, parent, child, mother-in-law and father-in-law. Also any non-duty disability an employee may sustain, excepting

SECTION 25 - SICK LEAVE (Continued)

therefrom injury that may be sustained while being temporarily in the employ of another during his off-time or such injury that may be sustained in conjunction with his conviction of the violation of an ordinance or law. Sick leave shall also be taken for medical and dental appointments scheduled and verified to the Employer in advance. Such absence shall be deducted from sick leave on an hourly basis.

- .6 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 Workers' Compensation received during this period shall be turned over to the City. Sick leave will be applied to lost time and deducted for service-connected disability other than that for which the employee receives Workers' 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 tasks 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

SECTION 25 - SICK LEAVE (Continued)

sick leave accumulation has been exhausted, unless the City Commission shall authorize an extension of leave in the manner provided in Section 25.9 hereof.

An employee's absence from duty due to a service-connected disability for which he is receiving Workers' Compensation benefits shall not be compensated for or deducted from his sick leave unless he shall elect to be paid the difference between the benefits of Workers' 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 day for each day of such service-connected disability until such sick leave accumulation has been exhausted, unless the City Commission shall authorize an extension of leave in the manner provided in Section 25.9 hereof.

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 shall receive no economic accruals except as specifically stated in the following subparagraphs:

- A. "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).

SECTION 25 - SICK LEAVE (Continued)

- B. Sick leave shall continue to accumulate at the rate of one day per month, not to exceed twelve days per year, for a period of one year following the date of injury. Sick leave shall not accrue nor accumulate past one year from the date of injury.
- C. Vacation time shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
- D. Longevity pay shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
- E. Holidays shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
- F. Personal leave days shall not be accrued, accumulated or paid to an employee for any time when the employee has not worked.
- G. 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 Section 24, Vacations. Any vacation days accumulated but not used prior to the injury in excess of the maximum under Section 24 shall be paid to the employee in the year in which the employee returns to duty.

SECTION 25 - SICK LEAVE (Continued)

- .7 A medical certificate may be required in the absence of reasonable evidence of an employee's illness, an illness or injury in his immediate family, or injury that prevented his attendance at work for a period in excess of three (3) days before compensation for the period will be allowed. A medical certificate may be required in the absence of reasonable evidence of an employee's illness or injury that prevented his attendance at work for any length of absence after an employee has taken five (5) separate periods of sick leave in any calendar year before compensation for the period will be allowed. However, in accruing the "five (5) separate periods of sick leave in any calendar year", an employee will not have a "separate period" credited to him if a medical certificate is provided as to such sick leave. Following five (5) separate periods of sick leave in any calendar year where the employee has failed to provide a medical certificate, then each additional separate period of sick leave will be counted as unauthorized and unpaid leave of absence unless the employee or a member of his immediate family is subject to a severe or chronic illness of substantial duration.
- .8 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.

SECTION 25 - SICK LEAVE (Continued)

- .9 In an event of a confining illness and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year of service, not to exceed an additional sixty (60) working days. Provided however that, in the case of an employee who shall have been in the City service for more than fifteen (15) years, such additional leaves may be extended not to exceed six months instead of sixty working days.
- .10 No compensation for sick leave will be authorized if the employee fails to notify the department within one (1) hour after the normal starting time, or in the absence of reasonable explanation for failure to so notify the Employer.
- .11 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, providing the employee has worked a minimum of twelve (12) consecutive months.
- .12 In the event of lay-off, the displaced employee on recall may use accrued sick leave compensated at the rate of three-quarters (3/4) of the value of the accumulated sick leave providing the employee has worked a minimum of six (6) consecutive months.

SECTION 26 - LEGAL HOLIDAYS TO BE OBSERVED WITH PAY Legal holi-

days to be observed with pay are:

- A. Paid holidays for City Hall based employees are designated as follows:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's
Veteran's Day	

- B. Paid holidays for non-City Hall based employees are designated as follows:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	1/2 day before Christmas
Independence Day	Christmas Day
Labor Day	1/2 day before New Year's

- C. 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, exclusive of employees who perform the necessary seven-day continuous operation.

SECTION 27 - PERSONAL LEAVE DAY

- A. Each employee based at City Hall shall be entitled to one (1) personal leave day per year. The personal leave time shall be taken subject to notice twenty-four (24) hours in advance of the time requested. The manpower needs as determined by the department supervisor shall prevail in the scheduling and use of said personal leave. The personal leave is not accumulative, but, if requested and not granted as time off, it shall be compensated as a day's pay. If not requested, the time is lost and cannot be taken as time off. An employee must be on the payroll for six (6) months before eligible for personal leave day benefits. Personal leave day benefits may be taken in half-day increments if approved by the Department Supervisor.
- B. Each non-based City Hall employee shall be entitled to three (3) personal leave days per year. The personal leave time shall be taken subject to notice twenty-four (24) hours in advance of the time requested. The manpower needs as determined by the department supervisor shall prevail in the scheduling and use of said personal leave. The personal leave is not accumulative, but, if requested and not granted as time off, it shall be compensated as a day's pay. If not requested, the time is lost and cannot be taken as time off. An employee must be on the payroll for six (6) months before eligible for personal leave day benefits. Personal leave day benefits may be taken in half-day increments if approved by the Department Supervisor.

SECTION 28 - BEREAVEMENT LEAVE 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 employee shall be granted a three (3) day leave of absence with full pay. An employee shall be granted one (1) day absence with pay in the event of a death in the family of such employee other than hereinbefore set forth; provided the employee attends the funeral service.

- .1 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, and the Department Head will consider the needs in determining the number of employees to receive time off.
- .2 Provided that 24-hour notice is submitted, bereavement leave shall be credited to the pay period in which it is taken.

SECTION 28 - BEREAVEMENT LEAVE (Continued)

- .3 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 Section), provided that the employee is required to travel either outside the State of Michigan, or 250 miles, in order to attend the funeral service, and to provide documentation thereof.
- .4 An employee may use one of the five (5) days (sick leave used for bereavement leave), set forth in .3 above, each year to attend the funeral of a friend.

SECTION 29 - MILITARY LEAVES 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.

- .1 Such leave of absence shall be granted 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 in addition thereto, shall be entitled to the rights and privileges authorized by said Veterans Preference Act with respect to status and re-employment.

SECTION 29 - MILITARY LEAVES (Continued)

- .2 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 (10) work days).
- .3 Employees who have been in the armed services of the United States, under military leave from the City of Muskegon, shall upon reinstatement to employment be given credit for accumulated sick leave and vacation for the time spent in the armed services, the same as though the time spent in the military service had been spent in the employment of the City of Muskegon, providing that such employee has received an honorable separation from the armed services.

SECTION 30 - MATERNITY LEAVE Maternity leaves shall be controlled and governed by applicable state and federal laws.

SECTION 31 - UNPAID LEAVES OF ABSENCE Employees elected or appointed to Local 586 Union office shall be eligible for unpaid leaves of absence during tenure in office. Seniority of the employee shall not accumulate during leaves of absence under the above condition.

SECTION 31 - UNPAID LEAVES OF ABSENCE (Continued)

- .1 An unpaid leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days, upon application of the employee to, and approved by, the immediate supervisor. Such leaves of absence shall not be renewed, but seniority shall accumulate during such leave, not to exceed thirty (30) days.
- .2 Any employee who does not report back to work by the expiration date of any approved leave of absence as set forth in the leave of absence notice, or does not receive an approved extension, or who accepts other employment while on leave from the City (unless such employment has been specifically approved in the leave of absence request, or is otherwise provided for in this Contract) or who withdraws his or her retirement savings from the City of Muskegon Retirement Fund, will be considered to have terminated his or her employment with the City. (If revisions are made available through amendments of the current retirement system so as to provide a method of the employee utilizing such monies as they may have accumulated in the retirement fund, then this Section shall not be construed to prohibit participation in such programs by the employees covered by this Agreement.)

SECTION 31 - UNPAID LEAVES OF ABSENCE (Continued)

- .3 Leaves of absence may be extended upon written application of the employee which shall be submitted not less than five (5) days prior to the expiration date of the expiring leave of absence. Such extensions of leaves of absence shall be approved in advance by the appointing authority and the Civil Service Commission (concerning matters of which they exercise jurisdiction), and/or such other persons possessing the authority to grant such extensions. Disposition of all requests for leaves of absence and extensions thereof shall be in writing.

SECTION 32 - 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 by working during straight-time hours for the Employer on that date and the daily jury-duty fee paid by the courts, not including travel allowances or reimbursements of expenses, for each day on which he reports for, or performs, jury duty, and on which he otherwise would have been scheduled to work for the Employer. The employee shall notify the supervisor not later than the day following receipt of the subpoena of the dates of absence required by jury service. Jury duty includes witness service by subpoena.

SECTION 33 - HEALTH AND WELFARE The City shall make reasonable provisions for the safety and health of its employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury and sickness and in conformity with statute.

- .1 The City shall provide and maintain health and restroom facilities for their employees that will meet not less than the minimum requirements of Michian State Labor Law.
- .2 The Employer may require a physical examination of employees who have been on sick leave in excess of thirty (30) calendar days before returning them to active employment. Such physical exam shall be by Employer-designated physician and shall be at the Employer's expense. There shall be no lost time charged to the employees as a result of the requirement.
 - A. The employee shall notify the Employer immediately of any return-to-work clearance by examination of a pnyician, and present the same in writing upon return to duty.
- .3 A. The City will provide safety glasses to those employees whose classification and job activities may contain potential hazard of eye injury and compliance with applicable State and Federal laws and standards.

SECTION 33 - HEALTH AND WELFARE (Continued)

- B. The City agrees to pay 100% of the cost for the first pair of safety glasses for each employee whose job activities are potentially eye hazardous. The Safety Director will determine which job activities require safety glasses.
- C. The City agrees to pay 100% of the cost of replacement of safety glasses in the following cases:
- (1) The safety glasses are damaged due to an on-duty accident which requires replacement under applicable State and Federal laws and standards.
 - (2) At the end of two (2) years following the employee's receipt of the original pair of safety glasses, the employee requires a different prescription.
- D. As a condition of employment: Safety glasses supplied by the City to an employee must be worn at all times during the employee's presence on or near the job where machines or operations present hazard of flying objects, liquids and hazardous conditions. An employee who refuses to wear safety glasses shall be subject to the disciplinary procedure.

SECTION 33 - HEALTH AND WELFARE (Continued)

- E. An employee reporting to work or job activity without their safety glasses may not receive pay, recognition of time for pay or overtime computation until the employee returns to work with safety glasses.
- F. The employee will sign a receipt for their safety glasses and authorization to the City to deduct from their next paycheck the cost for replacement due to causes other than an on-duty accident. This applies to the first and all subsequent pairs of safety glasses.

SECTION 34 - MEDICAL Employees disabled by illness or disability incurred in their employment with the City may be given employment in any of the various departments of the City, if their ability to accomplish gainful employment permits. The extent of such abilities shall at all times be controlling.

- .1 The employee or City may request an examination by a licensed physician to determine the employee's physical ability to be employed and to perform the duties of the available position. If the employee requests the examination by other than the City's physician, said employee shall be liable for the cost incurred, unless otherwise agreed upon between the City and the Union, and further that such examination is not covered by Workers' Compensation.

SECTION 34 - MEDICAL (Continued)

- .2 In the event the employee should be required to receive medical examination as a condition of employment, and shall elect to receive said attention from other than the physician provided by the City, the employee shall be responsible for the payment of cost incurred.

SECTION 35 - INSURANCE The City agrees to provide for, and on behalf of, employees and certain retirees as defined hereinafter, during the 1982 calendar year, a group health plan comparable to that in effect during calendar year 1981, which includes 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 cap of \$50,000 per person.

- .1 This health plan shall include dependents and retirees under the age of 65.
- .2 The City agrees to pay during the calendar year 1982 the premiums for group term-life insurance on the life of each employee in the face amount equal to the base wage of each employee, but in no event shall the amount of said life insurance be less than \$10,000.00.
- .3 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.

SECTION 35 - INSURANCE (Continued)

- .4 If either party requests to negotiate a change or modification of the present insurance program, a thirty (30) day notice to the other party is required.
- .5 The City shall maintain the dental insurance plan, as agreed upon, between the parties during calendar year 1980, for and on behalf of the employees within this bargaining unit and their eligible dependents.
- .6 The City shall maintain, as agreed upon, a prescription drug plan with a \$2.00 drug rider, for and on behalf of the employees within this bargaining unit and their eligible dependents as implemented on or about January 1, 1981.

SECTION 36 - LONGEVITY PAY PLAN - RULES AND REGULATIONS All

employees with five (5) years or more of service will be eligible for longevity pay.

- .1 Semi-annual payments to be paid in June and in December on the basis of \$100.00 per year for each five (5) years of service and not to exceed \$500.00.
- .2 Employees with leaves of absence or a break in continuous service prior to January 1, 1957, will be regarded as continuous employees for longevity pay purposes. Any one whose employment with the Employer has been terminated after January 1, 1957, or who is not on the payroll as of January 1, 1957, will be considered as a new employee should he return.

SECTION 35 - LONGEVITY PAY PLAN - RULES AND REGULATIONS (Continued)

- .3 Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before June 30th, and is on the payroll as of June 1st, will be eligible for one-half (1/2) the longevity payment in June and each successive semi-annual payment in December and June thereafter. Any employee who reaches 5, 10, 15, 20 and 25 years of service on or before December 31st, and is on the payroll as of December 1st, will receive one-half (1/2) the longevity payment in December and each successive semi-annual payment thereafter.
- .4 During the calendar year in which an employee retires under one of the City's retirement plans, he shall be entitled to receive, at the time of the semi-annual payment of longevity, a pro-rated portion of his longevity pay based on days worked.
- .5 All compensation for employees is subject to deduction for income tax, retirement, and social security benefits.

SECTION 37 - WAGE AND SALARY AGREEMENT A wage and salary agreement set forth in Appendix A attached hereto shall be observed during the term of this Agreement (January 1, 1987 through December 31, 1988, with extension).

- .1 There shall be neither pyramiding of overtime provisions in the Agreement nor pyramiding of overtime provisions with shift premiums.

SECTION 37 - WAGE AND SALARY AGREEMENT (Continued)

- .2 During the life of this Agreement, including extensions of same, the City shall not be obligated to provide any cost-of-living allowance to employees within this bargaining unit and the cost-of-living allowance agreed to in prior agreements shall be frozen.
- .3 Should a new job be classified under new duties, the parties will negotiate for the purpose of determining where that job should be placed within the Rate Agreement established.
- .4 The following wage and salary adjustments to Appendix A shall be made as indicated:
 - A. January 1, 1987 - 3.75% across the Board with retroactivity.
January 1, 1988 - 3.75% across the Board.

SECTION 38 - GENERAL The City will furnish in each department a bulletin board to be used by the employees and the Union to post their notices and information.

- .1 Notices and announcements on the bulletin board shall not contain anything political or controversial, nor anything reflecting upon the City, any of its employees, or any labor organization among its employees, and no material notice of announcement which violates the provisions of

SECTION 38 - GENERAL (Continued)

this Agreement shall be posted. Any Union-authorized violation of this paragraph shall entitle the City to cancel immediately the provisions of this paragraph and remove the bulletin board.

- .2 Any employee represented by the Union who is required to furnish his personal vehicle for the purpose of transacting City business shall be reimbursed for mileage expense at the current rate as established by the City, provided however that the direct assignment of an employee to one of the City's dispersed facilities, without reporting to the normal base of operation, shall not be construed to mean the use of private vehicle for transacting City business.

SECTION 39 - SUPERVISION WORKING Supervisory employees shall not be permitted to perform bargaining-unit work except in the following types of situations: An expediency arising out of unforeseen circumstances which calls for immediate action; in the instruction or training of employees, demonstrating the proper method to accomplish a task assigned.

- .1 Should the above paragraph be violated, the employee eligible under the provisions of equalization of overtime shall be paid all such work time lost at the applicable rate of pay.

SECTION 40 - STATE OF EMERGENCY In the event of a catastrophe, natural or otherwise, affecting the City of Muskegon so as to necessitate a declaration of a state of emergency by the Mayor of the City, the City Manager, or the designated spokesman, the employees of the City service covered by this Agreement may be called upon to perform their respective duties without invoking the provisions of notice contained herein.

SECITON 41 - SEPARABILITY In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

- .1 It is further provided that in the event any provisions are so declared to be in conflict with any law superseding this Agreement, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision, or provisions, so invalidated.

SECTION 42 - VALIDITY The Union and the City agree that in the event that the provisions of the Agreement shall be in conflict with existing rules, regulations and/or ordinances officially abridged, delegated or modified by the terms of the Agreement, the terms of the Agreement shall prevail. This collective bargaining Agreement supersedes any other City Ordinances dealing with wages, hours, and terms and conditions of employment. However, when not negated by the provisions of this agreement, the Civil Service Rules and Regulations and Personnel Policies of the City shall apply.

SECTION 42 - VALIDITY (Continued)

- .1 Any new Civil Service Rules having a bearing on hours, wages, or working conditions shall be negotiated with the Employer, and agreed to before application.

SECTION 43 - MAINTENANCE OF CONDITIONS Any and all working conditions, hours of work and rates of pay not abridged or modified by this Agreement shall remain in full force and effect. All disputes arising out of this clause shall be submitted to a Joint Committee composed of two (2) representatives of Management and two (2) representatives of the Union. Should the dispute not be resolved by this Committee within five (5) working days, this Committee shall commence negotiations on a supplemental agreement on the matter in dispute. Any supplemental agreement ratified by the parties to this Agreement shall prevail for the period commencing with the effective date of said supplemental agreement and continue until the expiration date of this Working Agreement.

- .1 No unilateral action shall be taken by either party pursuant to such dispute arising until the above provisions have been exhausted.
- .2 No subject in dispute arising under this clause shall be submitted to arbitration proceedings.

SECTION 44 - NO STRIKE - NO LOCK-OUT There shall be no strikes by the Union, or Lock-Outs by the City, during the life of this Agreement or any extension thereof. During the term of this Agreement, the Union agrees that it will not engage in, initiate, authorize, sanction, ratify or support any strike, slow-down,

SECTION 44 - NO STRIKE - NO LOCK-OUT (Continued)

stay-in, or other curtailment or restriction of City operation, or interfere with the work in or about the City premises.

SECTION 45 - NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION

The Employer and the Union agree that the provisions of this Agreement, in accordance with applicable federal and state laws, shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, height, weight or marital status.

The Union acknowledges that the City of Muskegon has resolved to take immediate steps to correct minority employment deficiencies by committing itself to achieve, as soon as possible, by all legal means, its equal employment policy objectives.

SECTION 46 - RESIDENCY The Union acknowledges that the City of Muskegon may require that all new hires become residents of the City of Muskegon within their probationary period, as a condition of continued employment.

SECTION 47 - JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

- .1 The parties negotiated written job descriptions for the classifications represented by the Union and agreed that the following language will be added to each of said job descriptions: "Job descriptions are official records which indicate seniority groupings, primary functions, tools and equipment of various jobs. They are not

SECTION 47 - JOB CLASSIFICATIONS AND JOB DESCRIPTIONS (Continued)

absolutely controlling upon the assignment of work, nor do they spell out accurately or completely all the duties and responsibilities of a job. Their function is to identify jobs for purposes of wage determination and provide a permanent record of the ratings applied and the principal characteristics of the job."

- .2 Commencing with the date of execution of this Agreement, there shall be a new job description titled EQUIPMENT OPERATOR. There shall no longer be two job descriptions title EQUIPMENT OPERATOR I and EQUIPMENT OPERATOR II. The seven (7) present Equipment Operator Is shall be "grandfathered" during the life of this Agreement on the basis that they shall not be disciplined or lose seniority because of their inability to perform assigned work on heavy equipment. The City shall be obligated to provide training to those "grandfathered" employees who want the training and to whom the City wishes to assign certain pieces of heavy equipment. If the City has provided adequate training on said heavy equipment to any of the "grandfathered" employees and, they have learned to operate the equipment, then if an employee refuses to operate a piece of heavy equipment, upon which he or she has been trained, when directed to operate said equipment, then that employee may be subject to disciplinary action.

SECTION 48 - CONTRACTING OUT WORK The City agrees that work customarily done by the Bargaining Unit will not be contracted out as long as the City has operable equipment and qualified employees available to do the work which is required, provided that the cost of doing the work in house will not exceed the cost of contracting the work out. In any event, no subcontract shall be entered into without the City having given thirty (30) days written notice to the Union in advance of said subcontract, and without first having negotiated with the Union as to the effects of said subcontract upon the members of the bargaining unit. Upon the expiration of a given subcontract, the Union shall have the right, upon thirty (30) days' advance written notice and/or demand, to negotiate the issue of whether bargaining unit members can perform the work at a cost savings to the City from that of contracting the work out.

SECTION 49 - DURATION This Agreement shall be in effect from January 1, 1987 to December 31, 1988, inclusive, and from year to year thereafter subject to sixty (60) calendar days' notice in writing prior to the expiration of this Agreement of a desire to amend or modify this Agreement. Such notice may be given by either party to the other, and shall specify the part or parts of the Agreement to be amended or modified, but shall not be restrictive of the subjects to be negotiated. All provisions of this Agreement not specifically amended or modified through subsequent written agreements shall remain in full force and effect.

SECTION 49 - DURATION (Continued)

- .1 In the event of a failure of the parties to reach an agreement upon such amendments or modifications by December 31, 1988, all subsequent agreements shall be retroactive not to exceed thirty (30) calendar days from the date of final agreement; provided that such retroactivity shall not precede the expiration date of this Agreement.
- .2 In the event of a failure of the parties to reach an agreement upon such amendments or modifications through any agreement subsequent to December 31, 1988, this written Agreement shall be subject to termination upon thirty (30) days' prior notice of such action by either party.

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

LOCAL 586, Unit 2

James Shelton
Local President, James Shelton

Phyllis A. Borgeson
Unit Chairman,

CITY OF MUSKOGEE

Daniel C. Oqlesby, its Mayor

Virginia A. Zugach, its Clerk

LOCAL #586 - UNIT 2

1987 WAGE SCHEDULE - HOURLY RATE

Effective 1/1/87

<u>POSITION</u>	<u>START</u>	<u>03 MO.</u>	<u>06 MO.</u>	<u>01 YR.</u>	<u>18 MO.</u>	<u>2 YRS</u>	<u>30 MO.</u>	<u>3 YRS</u>	<u>42 MO.</u>	<u>4 YRS.</u>
LABORER (SEASONAL)	5.09									
SEASONAL MAINTENANCEWORKER	5.66									
LABORER	8.77	8.83	8.89							
MECHANIC'S ASSISTANT	8.86	8.97	9.09							
HIGHWAY MAINTENANCEWORKER	9.22	9.34	9.46							
PARKS MAINTENANCEWORKER I	9.22	9.34	9.46							
METER READER	9.22	9.34	9.46							
WATER PLANT MAINTENANCEWORKER	9.30	9.43	9.54							
PARKS MAINTENANCEWORKER II	9.44		9.53	9.64	9.74					
SMALL EQUIPMENT MECHANIC	9.44		9.53	9.64	9.74					
HORTICULTURALIST	9.44		9.53	9.64	9.74					
CEMETERY MAINTENANCEWORKER	9.44		9.53	9.64	9.74					
TRAFFIC SIGN MAINTENANCEWORKER	9.44		9.53	9.64	9.74					
EQUIPMENT OPERATOR	9.59		9.69	9.80	9.90	10.02				
WATER/SEWER MAINTENANCEWORKER	9.59		9.69	9.80	9.90	10.02				
MECHANIC	9.59		9.69	9.80	9.90	10.02				
MAINTENANCE WELDER	9.59		9.69	9.80	9.90	10.02				
SANITATION OPERATOR	9.59		9.69	9.80	9.90	10.02				
WATER METER SERVICE WORKER	9.59		9.69	9.80	9.90	10.02				
SIGN FABRICATOR	9.64	9.76	9.87							
INVENTORY & STOCK CLERK	9.71		9.81	9.91	10.02					

LOCAL #586

1987 WAGE SCHEDULE - SALARIED RATE

Effective 1/1/87

<u>POSITION</u>	<u>START</u>	<u>06 MO.</u>	<u>01 YR.</u>	<u>18 MO.</u>	<u>2 YRS.</u>	<u>30 MO.</u>	<u>3 YRS.</u>	<u>42 MO.</u>	<u>4 YRS.</u>
CUSTODIAN	13,176	13,765		14,386		15,111		15,835	
PARKING OFFICER	16,391	16,544	16,695	16,848					20,997
ENVIRONMENTAL INSPECTOR	18,142	18,500	18,856		19,569		20,284		
ENGINEERING AIDE I	18,385	18,622	18,860	19,098	19,336	19,575			
ENGINEERING AIDE II	19,295	19,533	19,772	20,009	20,247	20,485			
MAINTENANCE OPERATOR II	20,569	20,701	20,833	20,966	21,097	21,229	21,361	21,493	21,626
SENIOR ENGINEERING AIDE	20,882	21,119	21,358	21,596	21,833	22,072	22,308		
WATER PLANT OPERATOR	20,977	21,110	21,243	21,375	21,507	21,639	21,771	21,903	22,035
ELECTRONICS TECHNICIAN	21,461	21,698	21,936	22,173	22,412	22,650	22,888		
MAINTENANCE ELECTRICIAN	21,461	21,698	21,936	22,173	22,412	22,650	22,888		
CIVIL ENGINEER I	21,822	22,059	22,298	22,536	22,774	23,012			
HEATING INSPECTOR	21,930	22,822	23,000		23,357		23,714		24,070
HOUSING REHABILITATION INSPECTOR	21,930	22,822	23,000		23,357		23,714		24,070
SENIOR WATER PLANT OPERATOR	22,435	22,569	22,706	22,842	22,976	23,112	23,248	23,383	23,519
CHEMIST	22,480	22,611	22,741	22,873	23,003	23,134	23,265		
PLUMBING INSPECTOR	22,914	23,092	23,271		23,628		23,984		24,342
ELECTRICAL INSPECTOR	22,914	23,092	23,271		23,628		23,984		24,342
HOUSING INSPECTOR	22,914	23,092	23,271		23,628		23,984		24,342
BUILDING INSPECTOR	22,914	23,092	23,271		23,628		23,984		24,342

LOCAL #586 - UNIT 2

1987 WAGE SCHEDULE - HOURLY RATE

Effective 1/1/88

<u>POSITION</u>	<u>START</u>	<u>03 MO.</u>	<u>06 MO.</u>	<u>01 YR.</u>	<u>18 MO.</u>	<u>2 YRS.</u>	<u>30 MO.</u>	<u>3 YRS.</u>	<u>42 MO.</u>	<u>4 YRS.</u>
LABORER (SEASONAL)	5.28									
SEASONAL MAINTENANCEWORKER	5.87									
LABORER	9.09	9.16	9.22							
MECHANIC'S ASSISTANT	9.19	9.30	9.43							
HIGHWAY MAINTENANCEWORKER	9.56	9.69	9.81							
PARKS MAINTENANCEWORKER I	9.56	9.69	9.81							
METER READER	9.56	9.69	9.81							
WATER PLANT MAINTENANCEWORKER	9.65	9.78	9.89							
PARKS MAINTENANCEWORKER II	9.79	9.88	9.88	10.00	10.10					
SMALL EQUIPMENT MECHANIC	9.79	9.88	9.88	10.00	10.10					
HORTICULTURALIST	9.79	9.88	9.88	10.00	10.10					
CEMETERY MAINTENANCEWORKER	9.79	9.88	9.88	10.00	10.10					
TRAFFIC SIGN MAINTENANCEWORKER	9.79	9.88	9.88	10.00	10.10					
EQUIPMENT OPERATOR	9.94	10.05	10.16	10.16	10.27	10.39				
WATER/SEWER MAINTENANCEWORKER	9.94	10.05	10.16	10.16	10.27	10.39				
MECHANIC	9.94	10.05	10.16	10.16	10.27	10.39				
MAINTENANCE WELDER	9.94	10.05	10.16	10.16	10.27	10.39				
SANITATION OPERATOR	9.94	10.05	10.16	10.16	10.27	10.39				
WATER METER SERVICE WORKER	9.94	10.05	10.16	10.16	10.27	10.39				
SIGN FABRICATOR	10.00	10.12	10.24							
INVENTORY & STOCK CLERK	10.07		10.17	10.28		10.39				

LOCAL #586

1988 WAGE SCHEDULE - SALARIED RATE

Effective 1/1/88

POSITION	START	06 MO.	01 YR.	18 MO.	2 YRS.	30 MO.	3 YRS.	42 MO.	4 YRS.
CUSTODIAN	13,670	14,281		14,925		15,678		16,429	
PARKING OFFICER	17,006	17,164	17,321	17,480					
ENVIRONMENTAL INSPECTOR	18,822	19,194	19,563		20,303		21,045		21,784
ENGINEERING AIDE I	19,074	19,320	19,567	19,814	20,061	20,309			
ENGINEERING AIDE II	19,970	20,265	20,513	20,759	21,006	21,253			
MAINTENANCE OPERATOR II	21,340	21,477	21,614	21,752	21,835	22,025	22,162	22,299	22,437
SENIOR ENGINEERING AIDE	21,665	21,911	22,159	22,406	22,652	22,900	23,145		
WATER PLANT OPERATOR	21,764	21,902	22,040	22,177	22,314	22,450	22,587	22,724	22,861
ELECTRONICS TECHNICIAN	22,266	22,512	22,759	23,004	23,252	23,500	23,746		
MAINTENANCE ELECTRICIAN	22,266	22,512	22,759	23,004	23,252	23,500	23,746		
CIVIL ENGINEER I	22,640	22,886	23,134	23,381	23,628	23,875			
HEATING INSPECTOR	22,752	23,678	23,862		24,233		24,603		24,973
HOUSING REHABILITATION INSPECTOR	22,752	23,678	23,862		24,233		24,603		24,973
SENIOR WATER PLANT OPERATOR	23,276	23,415	23,557	23,699	23,838	23,979	24,120	24,260	24,401
CHEMIST	23,323	23,459	23,594	23,731	23,866	24,002	24,137		
PLUMBING INSPECTOR	23,773	23,958	24,144		24,514		24,883		25,255
ELECTRICAL INSPECTOR	23,773	23,958	24,144		24,514		24,883		25,255
HOUSING INSPECTOR	23,773	23,958	24,144		24,514		24,883		25,255
BUILDING INSPECTOR	23,773	23,958	24,144		24,514		24,883		25,255

CITY OF MUSKEGON - LOCAL 586

APPENDIX B

RE: DISCIPLINARY PROCEDURE

Disciplinary action or measures shall include the following:

1. Warning
2. Suspension Without Pay
3. Discharge

Employees with seniority shall be discharged or given disciplinary suspension only for just cause. Any employee shall have the right to challenge the propriety of disciplinary action or discharge through the regular grievance procedure. In the event of disciplinary action or discharge, the Department Head shall notify the employee's steward or other union representative, before he is required to leave the premises. This discussion shall take place in an orderly and quiet manner so as not to cause unnecessary disturbance or commotion within the building. The union representative will be called promptly, before a disciplinary action is given. If the employer has reason to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before fellow employees or the public.

Classification of Misconduct

- Group 1 - Minor Offenses
- Group 2 - Intermediate Offenses
- Group 3 - Major Offenses

Disciplinary action shall be imposed upon with respect to each of the groups of offenses as hereinafter set forth.

GROUP 1 OFFENSES

- a. 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.)
- b. Absenteeism without sufficient reason or proper notification.
- c. Disregard of safety rules or common safety practices.
- d. Abuse of coffee break time.
- e. Faulty work and/or covering up faulty work.
- f. Any offense in either Group 2 or 3.