

AGREEMENT

Between

CITY OF BIG RAPIDS



And

**BIG RAPIDS CITY EMPLOYEE'S
LOCAL 1865.02**



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

Effective: January 1, 2023 – December 31, 2026

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AGREEMENT

This Agreement, effective as of January 1, 2023 between the CITY OF BIG RAPIDS (hereinafter referred to as the "Employer") and BIG RAPIDS CITY EMPLOYEE'S CHAPTER OF LOCAL 1865, affiliated with COUNCIL 25, INTERNATIONAL UNION OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

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

ARTICLE 1 **PURPOSE AND INTENT**

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

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

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

ARTICLE 2 **RECOGNITION**

Section 1: Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining unit described below:

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

Section 2: Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Section 1.1.

ARTICLE 3

RIGHTS OF THE EMPLOYER

Section 1: Management Rights.

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

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

Section 2: Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance written notice to the Union and the employees. The Union may challenge the reasonableness of any rule concerning an employee's conduct by filing a grievance with the City within five (5) workdays after the Union has received written notice of such rule or regulation. Upon written request from the Union, the time period for filing said grievance may be extended to allow the Union to have a membership meeting, but such period shall not be extended beyond forty-five (45) calendar days.

Section 3: Subcontracting. Notwithstanding the Employer's right to subcontract as provided in Article 3.1 (a), if such subcontracting will directly cause members of the bargaining unit to be laid off, the Employer agrees that before such subcontracting occurs, it will (1) first discuss the matter with the Union so that the Union may have an opportunity to propose alternate action. This Section shall not be construed as limiting the Employer's right to subcontract nor requiring the Employer or the parties to agree upon any matter proposed. The Employer will provide any information, before subcontracting, requested by the Union such as: (1) time limits to complete the job, (2) est. cost of job, (3) cost if Union members used, (4) bid accepted if bids are taken.

ARTICLE 4
UNION RIGHTS

Section 1: All employees in the bargaining unit may become and remain members in good standing in the Union or pay a representative fee to the Union which shall be an amount equivalent to the amount of dues uniformly required of members of the bargaining unit, subject to any rights as may be provided by law.

Section 2: The Union shall be authorized to hold meetings in work areas if permission is granted at least twenty-four (24) hours in advance by the City Manager.

Section 3: The Union Representative, during his/her working hours, without loss of time or pay, and within a reasonable amount of time, may investigate and present grievances to the Administration. In the event a meeting cannot be scheduled during regular work hours, the administration and the Union will mutually agree on a meeting time. The Union Representative(s) will receive equal time off with pay for time spent attending the meeting.

Section 4: Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than four (4) employees selected or elected by the Union from employees covered by this Agreement who have seniority, one (1) of whom shall be the Chapter Chairperson. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

Section 5: Bargaining Time. Employees may be released from work to engage in collective bargaining negotiations, provided such release will not interfere with the orderly and efficient operation of the employer. Members of the Bargaining Committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations; provided, however, that preparation for negotiations and meetings with other bargaining unit members shall be conducted outside of working hours, unless authorized by the Employer.

Section 6: Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Article 5, Sections 1 or Section 2.

ARTICLE 5
UNION DUES AND CHECKOFF

Section 1: Union Membership. Regular employees have the right to join, not join, maintain or discontinue their membership in the Union as they see fit. Neither the Employer nor the Union shall exert any pressure upon any employee with regard to such matters. The

Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2: Checkoff:

(a) During the term of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Union. Any written authorization which is incomplete or lacks the employee's signature will be returned to the Local 1865 Secretary-Treasurer by the Employer. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(b) All authorizations filed with the Employer shall become effective the first payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's Union membership dues and initiation fees owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council No. 25, AFSCME, with a list of the names of all employees from whom deductions have been made as soon as possible, following the month in which they have been deducted.

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

(e) Termination of Checkoff. The authorization for check-off shall provide that an employee may revoke his or her dues deduction authorization in accordance to the "AFSCME Payroll Authorization Form" (which the employee has signed) by providing written notice of revocation to the Union and the Employer.

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(f) The sole authorized representative of the Union, for the purpose of certifying the amount of any change in monthly dues or initiation fees to be deducted by the Employer,

shall be the Local 1865 Secretary-Treasurer. The Employer will continue to deduct dues and initiation fees at the rate in effect on July 1, 2014 until officially notified of a change by the Local 1865 Secretary-Treasurer.

(g) The Employer's sole obligation under this Section is limited to the deduction of Union membership dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability.

(h) In the event Michigan Public Act 349 of 2012 (Right to Work) is repealed or amended during the life of this Agreement, the parties agree to meet for the sole purpose of bargaining over reinstatement of Section 3.1 through 3.3 of the 2011 – 2014 Collective Bargaining Agreement.

Section 3: Union Dues and Initiation Fees.

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

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

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

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

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

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

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

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

(h) Termination of Checkoff. Employees shall cease to be subject to Checkoff deductions beginning with the month immediately following the month in which they revoke the Authorization for Checkoff of Dues. The employee must give the City and the Union's unit Chair in writing their desire to cease Checkoff of Dues. Council No. 25 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place by enclosing a copy of the written notice.

(i) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

ARTICLE 6

UNION REPRESENTATION

Section 1: Stewards. The employees covered by this Agreement shall be represented by a Chapter Chairperson and three (3) Stewards who shall be selected or elected by the Union from employees covered by this Agreement who have seniority. One (1) steward will represent Water Plant employees, one (1) steward will represent Wastewater Plant employees, and one (1) steward shall represent all other employees. It shall be the function of the Stewards to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for a Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor shall release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

Section 2: Identification of Union Representatives. The City Manager shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, the Staff Representative of the AFSCME Council 25 assigned to this unit, and any

changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 3: Superseniority. For the purpose of layoff and recall only, stewards and the Chapter Chairperson shall be considered to have the greater seniority of all employees in their respective departments, provided that such employee must have the physical fitness and ability to perform the work available.

ARTICLE 7 **RIGHTS TO REPRESENTATION**

Section 1: Investigations:

In any investigatory interview with an employee where the employee has been suspended (with or without pay) or transferred from the employee's regular job assignment, the employee shall have the right to representation.

Whenever, as a result of an investigation, disciplinary action is or may be appropriate, a disciplinary conference shall be held with the employee who shall be entitled to Union representation. The employee and the designated Union Representative shall be given a copy of the written statement of charges, the results of the investigation and documentation of all evidence gathered, including summaries of verbal statements. When available, the employee shall be requested to sign for receipt of the written notice of charges.

The employee shall have an opportunity to respond and discuss such information prior to the imposition of disciplinary action. When documents upon which the Employer is relying have not been provided and/or electronic evidence has not been made available for viewing, at least five (5) days in advance of the disciplinary conference. Such request shall not be unreasonable denied.

Section 2: Representation

An employee shall be entitled to a designation Union representative at any meeting at which disciplinary or any adverse action may or will take place, or at an investigatory interview of the employee by the Employer related to one or more specific charges of misconduct by the employee, if he/she requests one. If during the meeting the employee or representative requests to briefly meet, they shall be provided a private meeting area.

ARTICLE 8 **CONFERENCES**

Section 1: Special Conferences. Special conferences for important matters, including safety, will be arranged between the Local Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representatives of the Employer and no more than three (3) union representatives of the Chapter. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken

up in special conference shall be confined to those included in the agenda. This meeting may be attended by non-employee representatives of the City or Council 25. Up to three (3) union representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

Section 2: Emergency Meetings: Notice shall be given to the Union officers as soon as possible. The Union shall be notified of the nature or reason of the emergency prior to the meeting. When an emergency meeting is requested, the City shall notify Council 25 Rep, Local President, and the Chapter Chair to attend in person or virtual (when possible, by Council 25 Rep.)

Section 3: Problem Solving. An IBB (Interest Based Bargaining) "Labor/Management" Committee shall be established to meet on a monthly basis to discuss labor/management issues. The union will be represented and compensated in a fashion equal to a special conference.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1: Definition of Grievance. A grievance shall be defined as a complaint during the term of the Agreement concerning the application or the interpretation of this Agreement as written. Any grievance should refer to the specific provision or provisions of this Agreement alleged to have been violated and it shall set forth the facts pertaining to such alleged violations.

Section 2: Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with their immediate supervisor within five (5) working days from the time of the occurrence of the events giving rise to the grievance. In situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint, the employee shall discuss the matter with their supervisor within five (5) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. If requested by the employee, a Steward shall be present. The supervisor shall give the employee concerned an oral answer to the grievance within two (2) working days of the discussion. Every effort shall be made to settle the grievance in this manner.

Step 2. Written Procedure to Director. If the grievance is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within three (3) working days of the oral answer and submitted to the Director of Public Services (or designated representative). The grievance shall be signed by the employee and a Steward, shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not interfere with the

Department's operations. The Director (or designated representative), the employee, and the Steward may discuss the grievance. The Director (or designated representative) shall place an answer on the written grievance within five (5) working days following the date the grievance was submitted at this step, and return it to the Steward.

Step 3. Written Procedure to City Manager. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Chapter Chairperson (or designated representative) may appeal the Director's decision by delivering to the City Manager through the City Manager's office a written request for a meeting concerning the grievance within five (5) working days following receipt of the Director's written disposition of the grievance. A copy of this written request shall be provided to the Director. Within ten (10) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and the Union. The City Manager, or designated representative, shall place a written disposition on the grievance within five (5) working days following the date of this meeting, and return it to the Chapter Chairperson.

Step 4. Mediation. The Union or City may request non-binding mediation of any unresolved grievance by filing a request for mediation with the Michigan Employment Relations Commission and delivering a copy of this request to the City Manager within ten (10) working days following the receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request mediation by filing a request for mediation with the Michigan Employment Relations Commission and delivering a copy of this request to the City Manager not later than twenty (20) working days following the date the City Manager's written Step 3 disposition was due. The City Manager shall respond in writing within ten (10) days after the mediation session regarding its decision or position regarding the grievance. Either party may have non-employee representatives present, including representatives of Council 25.

Step 5. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the City through the City Manager's Office within thirty (30) working days following the receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the City's last disposition.

Section 3: Time Limits. The time limits of the Grievance and Arbitration Procedure shall be followed by the parties unless otherwise mutually agreed in writing. If the Union or grievant fails to follow the time limits, the grievance shall be deemed settled. If the Employer fails to follow the time limits, the grievance shall automatically advance to the next step through Step 3. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a

particular employee does not actually work on that day. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 4: General. For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the Employer, Stewards and the Unit Chairperson shall be paid, at their regular, straight-time rate, for those hours during which they would otherwise have been at work for the Employer, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave their work for such purpose before first notifying their Supervisor and turning their work over to a replacement who shall be provided by the Supervisor as promptly as is practicable under the circumstances.

In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by the employee from employment, self-employment, or unemployment compensation. No interest shall be paid on any back pay claim.

Section 5: Selection of Arbitrator. The arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 6: Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee; to establish wage scales or rates on new or changed jobs, or to change any rate. The arbitrator shall have no authority to rule on the Employer's rights to manage and direct its operations and activities unless there is contained in this Agreement a specific and explicit limitation of those rights, and the arbitrator is not to infer from any provisions of this Agreement any limitation of those rights. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may request a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue.

Section 7: Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either

party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

ARTICLE 10

DISCHARGE AND SUSPENSION

Section 1: Notice of Discharge or Suspension. The Employer agrees promptly upon the discharge or suspension of an employee for informational purposes to notify in writing the Steward in the department of the discharge or suspension.

Section 2: Discussion Prior to Discharge or Suspension. The discharged or suspended employee will be allowed to discuss their discharge or suspension with the Steward of the department and the Employer will make available an area where the employee may do so before being required to leave the property of the Employer. Upon request, the Employer or designated representative, will discuss the discharge or suspension with the employee and the Steward.

Section 3: Appeal of Discharge or Suspension. Should the discharged or suspended employee or the Steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step 2 of the grievance procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

Section 4: Use of Past Record. The Employer will not base disciplinary action, in whole or in part, on any rule infractions occurring more than three (3) years prior to the date of discipline unless specifically related to the current infraction. It is understood, however, that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the Employer.

ARTICLE 11

SENIORITY

Section 1: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the City since the employee's last date of hire, including time during leaves of absence. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work for the City. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list based upon a drawing of lots. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 2: Probationary Period. Employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The

Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from their last date of hire. There shall be no seniority among probationary employees.

Section 3: Seniority Lists. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a list of the employees covered hereby, including their classification, and provide the Union's Chapter Chairperson and send to Michigan Council No. 25, copies of the seniority list in seniority order according to its records - most senior employees being listed first.

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

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

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

Section 4: Seniority Employees Transferred Outside the Bargaining Unit. If an employee is transferred to a position within the City which is not included in the bargaining unit and is thereafter transferred back into the bargaining unit, they shall be deemed to have accumulated seniority for the first 90 days while working in the non-bargaining unit position and thereafter their seniority shall be frozen for a maximum of two (2) years. An employee transferred back into the bargaining unit under the above circumstances with the two (2) year period shall retain all seniority rights accrued for the purpose of any benefits provided in this Agreement. If the employee doesn't return to the bargaining unit within the two (2) year period, their seniority shall be forfeited. However, the Employer reserves the right to determine all conditions of employment of the non-bargaining unit position.

Section 5: Transfers from Outside Into Bargaining Unit. An employee transferred from outside of the bargaining unit into the AFSCME bargaining unit shall have as their seniority date the date of the transfer into the bargaining unit.

Section 6: Temporary Employees. Temporary employees will not be covered by, nor subject to any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees. Temporary employees are those employees who are paid by the City and who work between April 1 and November 1 only. The City may hire up to ten (10) temporary employees and may, with mutual agreement of the Union, employ more temporary employees.

Community service employees are those employees who are not paid by the City (such as Summer Youth Employment and Community Corrections) and who are used to perform additional supplemental manual laboring work. Bargaining unit employees shall not be responsible for the direct supervision of such workers.

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

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

ARTICLE 12 **LOSS OF SENIORITY**

Section 1: General Rules. Employees covered by this Agreement shall cease to have seniority and shall have their name removed from the seniority list in the event:

- (a) They are discharged for just cause and the discharge is not reversed; or
- (b) They retire; or
- (c) They quit; or
- (d) They are laid off for a period of one (1) year; or
- (e) They accept employment elsewhere while on a leave of absence (other than a Union business leave of absence), or are self-employed for the purpose of making a profit, during a leave of absence; or
- (f) They fail to report for work within three (3) working days after expiration of a leave of absence; or
- (g) They fail to report for work within three (3) working days after they are notified to do so in person, by telephone or by certified or registered mail sent to their address of record with the City; provided that, in the case of notice given in person or by telephone, the City shall promptly thereafter give to the Local Chapter Chairperson a memorandum, in writing, that it has given such notice; or
- (h) They are absent from work, without permission, for three (3) consecutive scheduled workdays.

Section 2: Exceptions to Above General Rules. An employee whose name is removed from the seniority list for any of the reasons listed (b) through (h) above, shall be deemed to have quit, subject only to the following exceptions:

If an employee falls within situation (f), (g) or (h) and their failure to report or their absence from work is on account of illness or injury or other serious reason beyond

their control, they may retain seniority if they have notified the City of such reason by certified mail, telephone, or e-mail, before the expiration of the three (3) day period in the case of (f) or (g), or before the end of their scheduled shift on the third (3rd) working day in the case of (h).

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

ARTICLE 13 **APPLICATION OF SENIORITY**

Section 1: Basic Principle. Seniority shall be applied in permanent job transfers, layoffs and recalls when the employees under consideration each have the skill and ability to perform the job available.

Section 2: Temporary Assignments. If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any classification covered hereby, the City shall have the right to temporarily assign an employee to another classification for which it deems they are qualified. An employee who is temporarily assigned to work in a different classification shall continue to receive the base rate of pay and applicable licensure payment that they received in their permanent assignment during the period of the temporary assignment.

In the event that a non-licensed employee is temporarily assigned to a different classification with a higher pay rate for a period of three (3) or more consecutive days, the employee shall be paid at the lowest step on that wage scale that provides an increase over their normal rate (base rate, licensure and leadperson payments) applicable to the temporary assignment, or their normal rate (base rate, licensure and leadperson payments) that they received in their permanent assignment, whichever is greater, from the beginning of the temporary assignment.

If a licensed employee is temporarily assigned to a different classification with a higher pay rate that requires that license for a period of three (3) or more consecutive days, the employees shall be paid the following percentage over their current rate, depending on the license they hold:

Classification	License	License	License	License	License
Wastewater Plant Operator	None	D	C	B	A
Water Plant Operator	None	D-4	D-3	D-2	D-1
Main Maintenance	None	S-4	S-3	S-2	S-1
	Paragraph 2 above shall apply	2% over base rate	3% over base rate	4% over base rate	5% over base rate

Temporary assignments of more than 90 days will be referred to the IBB Committee for discussion of how the position will be temporarily filled.

Section 3: Permanent Transfers and Promotions. A job opening, for a job covered hereby, shall be posted on each of the four (4) bulletin boards (Water Plant, Wastewater Plant, City Garage and Custodial area) for a period of five (5) full working days, Monday through Friday. However, if an employee has days off during the five (5) posting days, they shall have one (1) additional day to bid for the job.

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

The awarding of the posting shall go to the most senior applicant within the classification first. In the event there are no applicants within the classification, the position shall be awarded to the most senior employee qualified to perform the work. In considering qualifications, the Employer shall consider the employee's work record, experience and training. If there is a dispute concerning an employee's present ability to perform the required work, the employee shall be given a trial period of up to ten (10) working days. If the position is to be promptly filled, the award of the position shall be determined and awarded within ten (10) working days; if a position is not to be filled promptly, the posting shall indicate the date the position will be filled. An employee shall be placed on the job at the beginning of the workweek following determination. If the senior employee who bids for the job is not deemed qualified by the City, they shall be given the reason(s) for rejection in writing, and shall have recourse to the grievance procedure.

After an employee's successful transfer to a job for which they have bid, the employee shall be ineligible to bid for six (6) months thereafter, provided however, that the employee may disqualify themselves within five (5) working days after the transfer and return to their former classification, except for the Commercial Account Representative/IPP Coordinator who shall have one hundred eighty (180) calendar days. However, if the job for which the employee desires to again bid is a higher-paying job than the job they successfully bid for, the employee shall be eligible to bid after working thirty (30) calendar days on the job.

Notwithstanding the provisions of job transfer heretofore outlined, when a vacancy occurs in the position of Wastewater Plant Operator or Water Plant Operator, the City will test for content and knowledge of the water or wastewater field as part of the qualification for this position. The Union and Management will procure a test designed to evaluate the knowledge and abilities of candidates for the position. Management and union will agree to the test content, test administration, and scoring thereof. Candidates must pass this exam with at least a score of 70% in order to qualify for a transfer to the operator position. The most senior employee who successfully passes the test shall be awarded the job and

shall at that point enter the probationary period under the same conditions, review timetables and return options as previously stated in this contract.

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

Section 4: Pay Rate Upon Permanent Transfer. Employees who are transferred to a new higher paid classification not requiring a license, will be placed on the wage schedule in the new classification at the lowest step on that wage scale that provides an increase over their base wage rate.

An unlicensed employee who is transferred to a new higher paid classification which requires a license will be paid at the unlicensed wage classification which provides a pay increase.

An employee who transfers to a lower paid licensed classification will have their wages frozen at their rate of pay at the time of transfer until their new classification and cola pay in that classification equals or exceeds their frozen rate.

Thereafter, employees will advance to higher steps within the pay schedule for that classification in accordance with their experience in that classification; provided, however, that employees who do not possess a license required for that new position will not begin accruing time towards advancement to higher steps within the pay schedule until they acquire the required license.

An employee who is transferred to a new lower paid classification will be placed on the pay schedule in the new classification at the start step. An employee who is returned to their former lower paid classification will be placed on the pay schedule in their old classification at the step they were on when they transferred out of that classification. Thereafter, the employee will advance to higher steps within the pay schedule for that classification in accordance with their experience in that classification.

ARTICLE 14

LAYOFF

Section 1: Layoff Procedure. Whenever it becomes necessary to lay off any employees, the City will notify the employees two (2) calendar days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used:

- (a) The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to do the required work.

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

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

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

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

ARTICLE 15

RECALL

Section 1: Recall. When the work force is increased after a layoff, the following procedure will be followed:

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

Section 2: Procedure to Accomplish Recall. When employees laid off for lack of work are to be recalled, the following method will be used by the Employer:

- (a) The employee or their spouse will be called by telephone, or notified in person of their recall and the date on which they are to return to work.
- (b) If an employee cannot be contacted personally under subparagraph (a) above, the Employer will send a certified letter notifying the employee of their recall to work and the date of their return. This will be done even if the employee's spouse is contacted.
- (c) Any employee notified in accordance with subparagraphs (a) or (b) above, who fails to report for work within the time limits set forth in Article 12, Section 1(g) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

Section 3: Notification Notwithstanding any other provision in this contract, it is the employee's responsibility to maintain their correct home address and telephone number on file with the City, and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City. In an effort to assist with this recordkeeping, the City will annually canvas all employees for this information. Employees may voluntarily provide e-mail addresses as a means of communicating with the City.

ARTICLE 16 **RATES FOR NEW JOBS**

Section 1: Rates for New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. In the event that the Union does not agree that the rate is proper, upon notice, the rate shall be negotiated.

ARTICLE 17 **STRIKES, WORK INTERRUPTION**

Section 1: No Strike/No Lockout. The parties to this Agreement mutually recognize that the services-performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer.

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

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

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

ARTICLE 18 **WRITTEN AGREEMENTS**

Section 1: Other Agreements. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be

binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union.

ARTICLE 19

BULLETIN BOARDS

Section 1: Union Bulletin Boards. The Employer will provide bulletin boards at each work site (Water Plant, Wastewater Plant, City Garage, City Offices) which may be used by the Union for posting notices and other Union activities. Such notices shall contain nothing of a political, controversial or defamatory nature. Below are examples of the following types of notices:

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

Section 2: Employer Bulletin Board. The Employer will maintain a bulletin board at each work site for posted Employer materials, such as required employment notices, MIOSHA notices, and miscellaneous City-wide notices. Each employee shall be responsible for checking and reading posted materials. Any materials so posted by the Employer shall be presumed to have been read by employees and accordingly, employees shall be presumed to be on notice regarding such posted materials.

ARTICLE 20

UNPAID LEAVES OF ABSENCE

Section 1: Military Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of their military service with the Armed Forces of the United States, and of their reinstatement, thereafter, shall be governed by applicable Federal and State statutes.

Section 2: Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason(s) of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City with the oversight of the labor/management committee (Article 8, Section 3) if requested. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the City with the oversight of the labor/management committee (Article 8, Section 3) if requested for a further period or periods, to a total period of not to exceed six (6) calendar

months. During such an extension or extensions, years of service shall be frozen, and it shall not accumulate during the personal business leave.

Section 3: Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have exhausted all accrued sick leave and are unable to work because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the City to require a physician's certificate establishing to the satisfaction of the City that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits (and vacation if elected by the employee). This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the City may grant an extension of the leave for up to six (6) additional months, if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of the extended leave. The City may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the City may require a medical examination by a physician chosen by the City at the City's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the City of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the City indicating the employee is physically or mentally able to return to work.

Section 4: Union Business Leave. Two members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. A total of ten (10) working days each calendar year shall be available for union business leave. A request for Union business leave of absence shall be submitted in writing by the Chapter Chairperson to the employee's supervisor and shall state the general purpose for which Union business leave is requested. Additional time may be granted upon mutual agreement of the Employer and the Union.

ARTICLE 21

WORKERS COMPENSATION

Section 1: Workers' Compensation Leave. Upon written application, a leave of absence for a period of not more than twelve (12) months will be granted to employees who are unable to continue to work for the City because of a work related injury or disease for

which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the City, subject to the City's right to require medical proof. At the completion of the twelve (12) month period, the City may grant an extension of the leave for up to twelve (12) additional months, if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of the extended leave. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the City.

ARTICLE 22

FAMILY MEDICAL LEAVE

Section 1: Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible under the Family and Medical Leave Act (FMLA) for leaves of absence for anyone, or more, of the following reasons:

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- (5) Because of any qualifying exigency arising out of the fact that a spouse, son, or daughter of the employee is on active duty (or has been notified of an impending call to active duty) in the Armed Services in support of a contingency operation.

An eligible employee may take up to 12 workweeks of leave under the FMLA during a "rolling" 12-month period measured backward from the date an employee uses any leave. When an employee requests a leave of absence under the FMLA, the Employer requires the employee to utilize any accumulated paid leave that is available for use under this Agreement covering the circumstances under which the FMLA leave is requested. In the event that more than one type of paid leave is available, the employee shall have the option to select the order in which the paid leave is to be used. The provisions of this section are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Section 2: Military Caregiver Leave. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who suffered a serious injury

or illness in the line of duty on active duty in the Armed Forces shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for that servicemember. This servicemember family leave shall only be available during a single 12 month period, and during that 12 month period an eligible employee shall only be entitled to a total of 26 weeks of combined regular FMLA leave and Servicemember Family Leave.

When an employee requests a leave of absence under the FMLA, the Employer reserves the right to require the employee to utilize any accumulated paid leave that is available for use under the Labor agreement covering the circumstances under which the FMLA leave is requested. In the event that more than one type of paid leave is available, the employee shall have the option to select the order in which the paid leave is to be used. As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

ARTICLE 23

PAID SICK LEAVE

Section 1: Paid Sick Leave. Employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (a) Paid sick leave will be earned at a rate of 3.70 hours for each two weeks of active service with the Employer and credited at the end of each two-week pay period. For purposes of this section, a full-time employee has a complete two weeks of active service when they work or receive pay for at least forty (40) hours during that pay period. Sick leave shall be paid at the employee's regular hourly rate of pay when the sick leave is taken.
- (b) Employees may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated due to illness, injury or other disability; or for the purpose of physician's appointments that cannot be scheduled outside of regular working hours; and in the event of an illness or accident emergency that requires the employee's presence to care for a spouse, child or a parent. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. In instances where the paid sick leave is taken because of a serious health condition that makes the employee unable to perform the functions of their job, the leave will be considered to be a family and medical leave. Up to three (3) days per year may be used to care for a newborn child or upon placement of an adopted child with the employee.
- (c) An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work. Employees will be required to sign a statement of request for sick leave. The Employer may require, in addition

to the employee's own statement, a physician's certificate showing that the time off was due to actual disability, provided that such a request is reasonable under existing circumstances. Such a request shall not apply to short sick leaves of one or two days, unless the Employer has reason to believe that the employee is abusing sick leave and has advised the employee in writing of the need to have a physician's certificate for further illness. This additional requirement will be in effect for a period of up to six (6) months. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

- (d) Unused paid sick leave may accumulate up to a maximum of fourteen hundred forty (1440) hours, after which time no more paid sick leave hours will be accumulated.
- (e) Sick leave is a benefit for employees to be used in the case of illness or injury and is not a benefit to be converted into wages during the normal course of employment. However, employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave, the exceptions would be employees who retire from the Employer and are able to draw an immediate retirement allowance from the Employer's retirement plan or leaves after twenty-five (25) years of employment with the City, is permanently disabled or upon death of the employee. Upon retirement, disability or death of the employee, the employees shall be paid for accrued but unused sick leave hours at sixty percent (60%) of their current regular straight time rate of pay.
- (f) Paid sick leave may be utilized during periods when an employee is receiving voluntary worker's compensation payments from the Employer to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.
- (g) An employee may utilize one (1) day per calendar year to act as a pallbearer.
- (h) In instances where time is taken off work due to the qualifying reasons set forth above, but the employee does not have sufficient paid sick leave to cover the absence, the City will charge the absence to the employee's compensatory time bank. In the event the employee has no time in their compensatory time bank, any remaining time shall be deducted from their accrued vacation.

ARTICLE 24 **JURY DUTY**

Section 1: Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a

maximum of thirty (30) days per jury duty, that an eligible employee serves on a jury when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight (8) hours and the amount the employee received from the court, not including amounts for mileage.

In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (b) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (c) If an employee working the day shift is excused in time to complete one-half (1/2) of their workday, the employee promptly reports for work.

ARTICLE 25 **PERSONAL LEAVE**

Section 1: Paid Personal Leave. Full-time employees may utilize up to twenty-four (24) hours of paid sick leave each calendar year for personal reasons. Except in emergency situations, paid personal leaves must be scheduled in advance.

ARTICLE 26 **BEREAVEMENT PAY**

Section 1: Bereavement Leave. When death occurs in an employee's immediate family, i.e., spouse, life partner, parent, parent of a current spouse, grandparent, child, grandchild, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee on request will be excused for up to three (3) normally scheduled working days immediately following the date of death, provided they attend the services. An employee excused from work under this Section shall, after making written application and providing verification that they attended the service, receive the amount of wages they would have earned by working during straight-time hours on such scheduled days of work for which they are excused (excluding Saturdays, Sundays and holidays). Time thus paid will not be counted as hours worked for purposes of overtime. For purposes of this section, parents include stepparents, children include adopted or stepchildren, and brothers and sisters include adopted or step.

Section 2: Pallbearer. An employee may utilize one (1) day per calendar year, to act as a pallbearer. (Article 23, Section 1(g) applies.)

ARTICLE 27 **VACATIONS**

Section 1: Vacation Eligibility. Full time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Time Off</u>	
Less than three (3) years continuous service	4.62 hr/pp	15 days
Three (3) to Fourteen (14) years continuous service	6.16 hr/pp	20 days
Fifteen (15) years continuous service	7.70 hr/pp	25 days

An employee who has reached the equivalent of twenty (20) years continuous service shall receive one (1) additional vacation day (.31 hours per pay period) per year of continuous service to a maximum of 240 hours.

Employees hired after January 1, 2005, shall have their vacation accrual capped at a maximum of 200 hours (25 days).

Vacation leave is credited to eligible employees each two week pay period, based upon their years of continuous service as of that date. In order to be eligible for full vacation leave benefits each pay period, an employee must have worked a total of at least eighty (80) hours during the preceding two (2) weeks. Employees who fail to work the required number of hours shall be entitled to pro-rated vacation leave based upon the ratio of hours worked to eighty (80). For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation, compensatory time and all hours actually worked. Accrued but unused vacation leave may accumulate to a maximum of one and one half (1 1/2) times the annual accrual rate for the particular employee.

Any employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause, waives their right to any accumulated vacation time. All other employees with one (1) or more years of service whose employment is terminated will be entitled to all vacation leave accumulated to the termination date.

Section 2: Vacation Scheduling. Vacations will be scheduled by supervision at mutually convenient times subject to the Employer's needs of the particular operation, including one (1) day at a time with a minimum of one (1) week's advance notice. With sixty (60) days advance notice, seniority will be honored in ranking employee requests for particular vacation weeks. If a paid holiday falls within the work week during which an employee is on authorized vacation, they will be given an additional day of vacation with the time to be arranged with the Supervisor.

Section 3: Vacation Pay. Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken.

ARTICLE 28 **HOLIDAYS**

Section 1: Holidays. The Employer recognizes the following days as paid holidays for all eligible employees based on their normal workday:

New Year's Day, January 1

Martin Luther King, Third Monday of January
Good Friday
Memorial Day, Last Monday in May
Independence Day, July 4
Labor Day, First Monday in September
*Columbus Day, Second Monday in October
*Veteran's Day, November 11
Thanksgiving Day, Fourth Thursday in November
Day after Thanksgiving Day
Day before Christmas Day
Christmas Day, December 25
Day before New Year's Day

When a recognized holiday falls on Saturday, it shall be celebrated on the preceding Friday, but must be taken in full days. When a recognized holiday falls on Sunday, it shall be celebrated on the immediately following Monday. This section does not apply to regularly scheduled seven (7) day operators, whereby the holiday shall be considered on the day it is legally recognized by the City.

*Columbus Day and Veterans' Day shall be celebrated as floating holidays rather than the recognized holiday. Floating holidays may be taken at any time during the calendar year subject to mutual approval between the employee and the City. If November 15 (opening day of deer hunting season) is desired as a substitute day, the employee shall provide the City with thirty (30) days advance notice. A newly hired and or transferred employee, from outside the bargaining group, shall receive the floating holiday if they are employed or transfer in the calendar year prior to that holiday.

Section 2: Eligibility for Holiday Pay. Eligible employees shall receive eight (8) hours pay for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay, including licensure pay.

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

Section 3: Work on a Holiday. Employees shall receive one and one-half (1-1/2) times their regular rate for all hours worked on a holiday other than Thanksgiving Day or Christmas Day. Employees shall receive two (2) times their regular rate for all hours worked on Thanksgiving and Christmas Day. These holiday premiums shall be in addition to the eight (8) hours of holiday pay for that holiday.

ARTICLE 29

INSURANCE

Section 1: Hospitalization Insurance. The Employer will provide a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. The insurance program will provide the coverages set forth on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time employees are eligible to participate in the group insurance program no later than the first (1st) day of the premium month following completion of a full month of employment with the Employer in a full-time position. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 2: Health Care Advisory Committee. A Health Care Committee is hereby established to represent the four employee unions, the non-bargaining employees, and management (represented by the finance department or designee). Each member will have a single vote and decisions must pass by a majority of the membership. It is recommended that this committee meet quarterly – but no less than semi-annually. The Director of Human Resources or her designee will chair these meetings. Each group will appoint one member – who is a current participant of the health insurance – to review the insurance issues, to recommend cost savings, policy modifications, and be a communication bridge to the rest of the City employee groups. Changes in plans (and the associated costs of the changes), must be passed by a majority of the committee members before recommendation to their respective bargaining groups and be approved by the Commission (as needed or desirable) before they may be implemented City wide. All insurance policies must be of citywide application (which means available to all eligible employees, not necessarily taken by all). This does not preclude the City decision to offer a cafeteria plan or a several-tiered level of elective services. This committee will also make recommendations on the Vision and Dental insurances plans.

Section 3: Life Insurance. All full time employees shall be eligible for \$25,000 in term life insurance with \$50,000 of Accidental Death and Dismemberment coverage after completing thirty (30) calendar days of employment with the Employer. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer pays the required monthly premium for eligible employees. An employee may purchase more life insurance at the group rate through payroll deduction subject to the approval of the provider.

Section 4: Accident and Health Insurance. The Employer shall carry an Accident and Health Policy which will pay the employee one-half (1/2) of their regular salary for a maximum of fifty-two (52) weeks which can be used in conjunction with sick pay at one-half (1/2) day per day, not to exceed their regular pay scale.

Section 5: Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury for a period of up to twelve (12) months.

Section 6: Section 457 Savings Plan with Employer Contribution. Full-time employees may elect to contribute three percent (3.00%) of their compensation to their account within this fund. The City will make an additional contribution to the participant's account in an amount equal to one-third (1/3) of the participant's contribution up to an additional one percent (1.00%) of compensation. Participants are one hundred percent (100%) vested in the Plan, inclusive of participant and employer contributions.

Section 7: Long Term Disability Insurance Coverage. The Employer shall obtain and pay the required premiums for a long term disability program for those full time employees occupying a classification covered by this Agreement who participate in the Defined Contribution Plan. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier monthly indemnity payments consisting of sixty-five percent (65%) of their normal gross monthly wages up to a maximum of \$2,166 per month. These benefits shall be payable from the 90th day of disability through age sixty-five (65). The benefit payable under this program is coordinated with compensation paid under the Social Security Act. The specific terms and conditions governing the long term disability program is set forth in detail in the policy governing the program as issued by the carrier, currently Madison National Life Insurance Company.

Section 8: Open Enrollment. Employees may have up to 21 days, but not less than 14 days for the open enrollment period to make informed decisions on what insurance they will be choosing.

ARTICLE 30
LONGEVITY

Section 1: Longevity. Longevity will be paid under the following schedule:

After completion of five (5) years' continuous service2%
After completion of ten (10) years' continuous service3%
After completion of twenty (20) years' continuous service4%

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

All regular, full-time employees hired after July 1, 2007, shall receive a longevity payment based on length of completed, continuous service as of December 1 under the following schedule:

(1) completion of three (3) years continuous service	\$1,100
(2) completion of ten (10) years continuous service	\$1,300
(3) completion of fifteen (15) years continuous service	\$1,500

ARTICLE 31
RETIREMENT

Section 1: Retirement Plan The program of retirement benefits provided for in Plan B-4 of the Municipal Employees Retirement System of Michigan (MERS) with Riders F55(25) and FAC-3 shall be in effect for employees covered by this Agreement who were hired prior to July 1, 2004. Employees hired after July 1, 2004, shall be enrolled in the Define Contribution Retirement Plan. The City shall pay all contributions to the defined benefit program, except that employees shall contribute four and one half percent (4.5%) for the contract year 2019, and five percent (5%) for contract year 2020 of their pension wages. Contributions to the Defined Contribution Plan are outlined in Section 2. The specific terms and conditions governing the retirement plans are controlled by the Municipal Employees' Retirement System of Michigan Plan Document.

Section 2: Contribution Under the Defined Contribution Plan. Under the Defined Contribution Plan, the City will contribute to each participant's account for each year of this contract an amount equal to ten percent (10%) of the participant's pension wages and participants shall contribute 5.00% of their pension wages to their account. Participants are one hundred percent (100%) vested in their contributions and shall be vested in the City contributions in accordance with the following schedule:

- (a) 50% upon completion of two (2) years of service
- (b) 60% upon completion of three (3) years of service

- (c) 70% upon completion of four (4) years of service
- (d) 80% upon completion of five (5) years of service
- (e) 90% upon completion of six (6) years of service
- (f) 100% upon completion of seven (7) years of service

Section 3: Purchase of Service Credit. Employees at their cost may purchase retirement benefits for Service Credit as defined by MERS. Upon receipt of the necessary information from MERS, a 60-day window period to elect the purchase will be given.

Section 4: Definition of Retirement. The definition of retirement, as it applies to this sick leave section only, shall mean:

- Defined Benefit Programs for AFSCME Employees. Full-time employees who have made application for and have been certified by the MERS retirement system, to begin receiving and/or are eligible to receive their periodic monthly retirement benefit within thirty (30) days of their termination of employment with the City of Big Rapids. MERS Defined Benefit retirement shall be under full pension benefits of age 55 with 25 years of service or age 60 with 10 years of service - or at a reduced benefit at least age 55 with a minimum of 15 years of service credit or at least age 50 with a minimum of 25 years of service credit.
- Defined Contribution Programs for AFSCME Employees. Full-time employees who have made application for and will begin receiving periodic withdrawals from the defined contribution plan within thirty (30) days of their termination of employment with the City of Big Rapids. MERS Defined Contribution retirement shall be the same qualifications as Defined Benefit employees in terms of service credit to the City of Big Rapids - age 55 with at least 15 years of service credit, age 50 with at least 25 years of service credit or age 60 with at least 10 years of service credit - but the employee does not elect to begin immediately receiving withdrawals from the defined contribution plan.
- Retirement shall also apply to full-time employees who have made application for and have been certified by the U.S. Department of Health and Human Services, Social Security Administration to receive normal retirement benefits within thirty (30) days of their termination of employment with the City of Big Rapids.

ARTICLE 32

HOURS OF WORK

Section 1: Workday and Workweek. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees shall be paid for all hours they are required by management to remain on the job.

- (a) The normal workday for all full time employees shall be eight (8) hours of work, excluding meal periods. All employees shall have a one hour lunch period, one half (1/2) hour paid and one half (1/2) hour unpaid.
- (b) The normal workweek for all full time employees except those working in seven (7) day operations shall consist of five (5) consecutive workdays, Monday through Friday. Currently the seven (7) day operation employees are Wastewater and Water Treatment. The parties agree that whenever possible, the schedule will be on the basis of this normal workweek. The normal workweek for all full time employees in seven (7) day operations shall consist of forty (40) hours per week.
- (c) Notwithstanding any other provisions to the contrary, the Employer reserves the right to establish a workweek other than Monday through Friday for all or any part of its operations. The Union will be notified at least seven (7) calendar days in advance of any general change in the workweek. Upon request from the Union, such changes will be discussed at a special conference between Union representatives and the Employer.

ARTICLE 33 **OVERTIME**

Section 1: Overtime. Time and one-half the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours in any one workweek; provided, however with the agreement of the Employer, the individual concerned and the Chapter Chairperson, overtime shall be paid for all hours worked in excess of ten (10) hours per day for employees assigned to a workweek of four (4) ten (10) hours shifts. Time worked on an employee's regularly scheduled day off shall also be paid at time and one half. Overtime pay shall not be pyramided. Paid holidays, paid sick days, paid comp days, and paid vacation days, falling on a regular workday, Monday through Friday, and not worked, shall be counted as time worked for overtime purposes in that week.

Section 2: Shift Scheduling. The employer reserves the right to establish shift starting and quitting times. The Union will be notified at least seven (7) calendar days in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the Employer.

- (a) Nothing in this contract shall guarantee any number of hours of work, nor shall there be any limitation of the Employer's right to schedule or require reasonable amounts of overtime work as set forth in (b) and (c) below.
- (b) Overtime hours of work in any classification shall be divided as equally as each Department deems practical among qualified employees in such classification, provided they have the skill and ability to do the overtime job which is available. Employees normally on the specific job will perform the overtime work of that job. Questions regarding distribution of overtime will be discussed by the supervisor

and the Steward involved as they arise, and the remedy shall be limited to balancing of awarded or assigned overtime.

- (c) All employees shall be required to work a reasonable amount of overtime when requested by their supervisor under the following procedure. If employees in a classification are asked to work overtime voluntarily, from senior to junior employees, and refuse, or sufficient employees do not accept, then overtime will be assigned starting with the junior employees and/or others with less year to date overtime hours worked, with the necessary skill and ability on up until there are enough people, and overtime shall be required of those selected. Any employee who is excused from working overtime will have that amount of overtime charged to their record for equalization of the distribution of awarded overtime.
- (d) Employees called back for overtime duty shall be guaranteed at least two (2) hours of pay at the rate of time and one-half (1-1/2). This section does not apply to employees who continue work after the end of their normal eight (8) hour day.
- (e) Overtime premiums shall not be pyramided for any hour of work.
- (f) Overtime (O.T.) equalization list shall be given to Union upon request.
- (g) Employees required to climb a water tower or towers on a particular day will be paid at the rate of time and one-half (1-1/2) for all hours of work performed on that day.

ARTICLE 34 **COMPENSATORY TIME**

Section 1: Compensatory Time. Employees may elect to receive compensatory time in lieu of pay for overtime hours worked. The scheduling of compensatory time off shall be arranged in advance by the employee with their Department Head.

Compensatory time shall be scheduled at a time mutually agreeable to the employee and the Employer. A request for use of compensatory time may be denied if it would cause the number of employees scheduled to be on duty on the particular shift to fall below normal staffing patterns or if the time off would be required to be filled by an employee at other than straight time rates.

Compensatory time off may be accumulated to a maximum of one hundred (120) hours. All unused compensatory time shall be paid on or before the Friday of the third full week of July at the rate of pay in effect as of June 30 of that year; provided, however, that upon request up to forty (40) hours may be carried over to the next fiscal year. Accumulated Compensatory time as of June 30 of less than ten (10) hours shall be automatically carried over.

Compensatory time may be cashed in on a regular scheduled payroll date. Hours less than eighty (80) will be added to the hours worked within the bi-weekly pay period and

reported on the payroll check and summary. Hours of 80 or more, will be separately calculated (to avoid excessive income tax withholding) as an additional process. In either case, the hours will only be processed during a regular paycheck cycle on the regular payroll check date. There will be a limit of one additional process per paycheck cycle.

ARTICLE 35 **MISCELLANEOUS**

Section 1: Training Program. Upon approval by the City Manager, the Employer will reimburse an employee who is enrolled in a continuing education or university course, including but not limited to MDEQ and DNR and other professional courses and seminars, for the cost of tuition, including course materials, travel, lodging, and meals for out of town courses, at the rate of one course per a semester provided:

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

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

1. Each course must stand by itself. Degree program courses or courses taken to fill requirements toward a degree may or may not relate directly to the employee's job.
2. Licensees will be ensured enough training CEU's scheduled at mutually convenient times during the license renewal period.

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

Section 2: Direct Deposit. The union will utilize the direct deposit services for the City for their bi-weekly payroll checks. Annual comp bank pay and longevity pay will also be distributed through direct deposit. Employees will provide their appropriate bank information to Payroll.

Payroll shall be distributed bi-weekly at the Employer's discretion. The Employer agrees that payroll for the bargaining unit shall conform to the general policy of payroll applicable to the City as a whole. Advance notice of not less than two (2) weeks shall be given before a change in policy is implemented.

Section 3: Revoked Driver's License. Employees who are required to operate a motor vehicle in the course of their employment, shall as a condition of continued employment, maintain a valid motor vehicle operator's license or any required endorsements. Revocation of an operator's license or any required endorsement shall result in the employee being suspended without pay and benefits until such license or endorsement is restored but such suspension shall not exceed one year, except however that the employee will be placed in a non-driving position for 30 days. The Union acknowledges that not more than two (2) employees at the same time is the maximum number that could be given the non-driving work. If such license or endorsement is not restored within the one year period, the employee shall be discharged. At the Employer's sole discretion and such discretion is not challengeable under the arbitration provisions of this agreement, the employee may be placed in a non-driving position if circumstances permit in lieu of the suspension but restoration of such license or endorsement shall occur within one year, otherwise the employee will be discharged.

Section 4: Medical Examination. The Employer reserves the right to have an employee submit to a medical examination if there is reasonable cause or concern regarding the employee's physical or mental fitness to perform the required work. The employee shall authorize the release of the medical report to the Employer who shall keep such information confidential. All expenses of such examination shall be borne by the Employer.

Section 5: Mandatory Drug Tests. The Employer, union and employees will comply with the following requirements of the United States Department of Transportation regarding CDL drug and alcohol testing: *Procedures for Transportation Workplace Drug Testing Programs*, 49 CFR, Part 40; Federal Highway Administration, *Qualification of Drivers*, 49 CFR, Part 391; and Federal Highway Administration, *Omnibus Transportation Workers Testing Act*, 49 CFR Part 382, as amended. All AFSCME members shall be subject to drug and alcohol testing in accordance with the same provisions that are applicable to employees with CDL licenses.

Section 6: Sexual Harassment. Both parties to this contract agree to abide by Federal regulations pertaining to sexual harassment and will adhere to the City's Sexual Harassment Policy.

Section 7: Uniforms. The City may participate in the purchase, rental, repair and cleaning of uniforms for employees. When implemented, uniforms will be shirts only and will include the 'City of Big Rapids' logo attached to them. If provided, uniforms must be worn at all times.

Section 8: De Minimis Benefits. Upon notification of the Union Chapter Chair, employee compensation may include additional de minimis benefits (examples: cards, flowers, annual picnic, retirement gifts – generally of less than \$100 value) as provided at the discretion of the City Manager within the annual budget.

Section 9: Fringe Benefits of Layoff or Unpaid Leave. An employee who is laid off or goes on an unpaid leave of absence shall not accumulate fringe benefits during such absence and shall assume the required premiums for insurance benefits, if they are to be continued, commencing the first day of the month next succeeding the month in which the layoff or leave commences, except as defined under the Family and Medical Leave Act.

ARTICLE 36

CLASSIFICATION AND WAGE RATES

Section 1: Classification and Wage Rates. Attached hereto and included herein is Appendix "A" which sets forth the classifications and wage rates.

Section 2: Leadperson. After soliciting interest on the part of AFSCME employees, the City may assign short term or long term leadpersons following a special conference with the Union. Leadpersons shall receive a \$.75 per hour premium for performing leadperson functions. Leadpersons shall have no authority to take disciplinary action but shall assist in the direction of the work force.

Leadpersons responsibilities include assessing task requirements, notifying supervisor of needs as necessary, arranging for materials and equipment and overseeing personnel to complete tasks. May include corresponding with residents, vendors, other City Department Staff and serve as acting supervisor in their absence.

Complete leadperson job descriptions will be developed with the Union for each leadperson position. Leadperson assignments will be re-evaluated at a minimum of every two years.

Section 3: Licensure. All Wastewater Treatment Plant Operators must have a D license, Water Plant Operators must have a D-4 license and all Main Maintenance must have an S-4 license within twenty-four (24) months from entry into the classification as a condition of continued employment. The twenty-four (24) months shall not be invoked unless the employee has been given two (2) opportunities to take the required test due to the dates scheduled for the examination by the State. Employees who are transferred into a classification where a license is required wastewater treatment plant operator, water plant operator and main maintenance) but who fail to successfully obtain the license within the time period specified after reasonable effort and due diligence on their part shall be considered transferred to their former classification, seniority permitting, and prohibited from again signing a posting for that same classification for six months.

The City shall cover the cost of the education, application and testing process for an employee to take certification exams. If the employee does not pass the test, the City will continue to assist and pay for additional educational courses to help in the process.

Funding available, as indicated in the AFSCME contract, the City will pay for the necessary credits needed for renewal of an operator's license and will pay for the

application paperwork to recertify an operator whose license expires periodically. The operator and City department personnel will coordinate a program that will effectively spread the costs of recertification to accommodate City budgeting constraints and allow reasonable advance scheduling for the operator needing recertification.

The City will continue to encourage the promotion of employees who seek a higher DEQ classification. In that case, the City will pay for the application and testing requirements for taking each higher test for one occasion. The employee will pay for application and testing costs of all subsequent exams.

The City will not pay the costs of obtaining, maintaining or renewing dual certification, without specific authorization of the City Manager. If in the future, a program is developed which promotes dual certification, the City will revisit this position.

Current Water Plant Operators holding a F license will be recognized as holding a license in an equivalent D classification. All new operators will be required to have a D license.

The regular straight time rate of employees in the classifications listed below shall be figured as follows, with the lowest license within each classification as the base rate:

Water Plant Operators	D-4	No license	D-3	D-2	D-1
	Base Rate	-4.00%	+1.00%	+2.00%	+3.00%
	F-4	No license	F-3	F-2	F-1
	Base Rate	-4.00%	+1.00%	+2.00%	+3.00%
Wastewater Plant Operators	D	No license	C	B	A
	Base Rate	-4.00%	+1.00%	+2.00%	+3.00%
Main Maintenance	S-4	No license	S-3	S-2	S-1
	Base Rate	-4.00%	+1.00%	+2.00%	+3.00%

Employees will be paid at the rate of the highest license held, but employees will only be paid for a license which is applicable for the classification to which they are currently assigned.

All employees, maximum of three, who possess a pesticide license, shall be paid an additional fifty cents (\$0.50) per hour.

All employees, maximum of three, who possess a pool certification, shall be paid an additional fifty cents (\$0.50) per hour.

Employees who possess an S license but are not in a classification that requires that license will be paid a lump sum payment of \$100.00 each December 1st.

Section 4: Commercial Account Representative (CAR) / IPP Coordinator. The CAR/ IPP Coordinator shall be selected through the standard posting process in Section 10.3. The candidate must possess a "C" Wastewater license or higher, in order to qualify for the CAR/IPP Coordinator position.

The CAR/IPP Coordinator will be paid in accordance with Appendix A. The CAR/IPP Coordinator will serve a one-year probationary period. If, within one hundred eighty (180) calendar days the employee determines that they no longer wish to perform the CAR/IPP Coordinator duties, the employee shall be returned to their former position.

If, within the one year probationary period, the employer determines that the employee cannot perform their required tasks of the position, the employee will be returned to their former position. As this position involves both technical wastewater knowledge and also interpersonal skills in dealing with the political public, the Representative may be returned to his/her position for a variety of reasons. If that option is exercised, an exit interview will be conducted explaining the reasons for this action, however, the action of a return to wastewater operator will not be a matter of appeal or grievance.

An employee who may be required by the City to obtain storm water certification, maximum of two, shall be paid an additional fifty cents (\$0.50) per hour.

The CAR/IPP Coordinator at the discretion of the City, and in order to continue to be up to date in the plant operations, shall be included in the day to day operations of the plant, in overtime call out opportunities and shall be included in the weekend operations schedule.

Section 5: Assistant Commercial Account Representative (CAR)/IPP Coordinator

The Assistant CAR/IPP Coordinator shall be selected through the standard posting process in Article 13. The candidate must possess a "D" Wastewater license or higher, in order to qualify for the Assistant CAR/IPP Coordinator position. The Assistant CAR/IPP Coordinator will be paid in accordance with Appendix A. The Assistant CAR/IPP Coordinator will serve a one-year probationary period. If, within one hundred eighty (180) calendar days the employee determines that they no longer wish to perform the Assistant CAR/IPP Coordinator duties, the employee shall be returned to their former position.

If, within the one-year probationary period, the employer determines that the employee cannot perform their required tasks of the position, the employee will be returned to their former position. As this position involves both technical wastewater knowledge and also interpersonal skills in dealing with the political public, the Representative may be returned to his/her position for a variety of reasons. If that option is exercised, an exit interview will be conducted explaining the reasons for this action, however, the action of a return to wastewater operator will not be a matter of appeal or grievance.

An employee who may be required by the City to obtain storm water certification, maximum of two, shall be paid an additional fifty cents (\$0.50) per hour.

The Assistant CAR/IPP Coordinator at the discretion of the City, and in order to continue to be up to date in the plant operations, shall be included in the day to day operations of the plant, in overtime call out opportunities and shall be included in the weekend operations schedule.

ARTICLE 37
TERMS OF THIS AGREEMENT

Section 1: Termination This Agreement shall become effective January 1, 2023, and shall continue in full force and effect until December 31, 2026 at midnight and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, amend, re-negotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than thirty (30) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of April, 2023.

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


CITY OF BIG RAPIDS

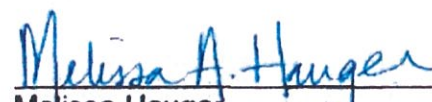

Tammy Porter

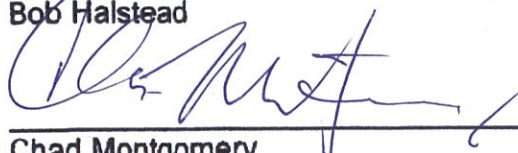

Mark Gifford


Allison Nelson


Heather Bowman


Bob Halstead


Melissa Hauger


Chad Montgomery


Jake Renne

APPENDIX A

Effective contract year January to December 2023, 6% increase to all classification. The job classifications and rates of pay per hour shall be paid in accordance with the following schedule, based on seniority as provided for in Article 11. All pay increases will be effective the first pay period on or after the date(s) indicated below.

Wastewater	No License	D License	C License	B License	A License
Start	20.3722	21.2209	21.4333	21.6453	21.8576
After 90 days	20.5759	21.4331	21.6476	21.8618	22.0762
After 1 year	20.7816	21.6474	21.8641	22.0803	22.2970
After 2 years	21.1972	22.0803	22.3013	22.5219	22.7429
After 5 years		22.5219	22.7474	22.9723	23.1978
After 10 years		22.9723	23.2023	23.4317	23.6617

CAR/IPP	No License	D License	C License	B License	A License
Start			22.4983	22.7196	22.9285
After 90 days			22.7232	22.9468	23.1577
After 1 year			22.9505	23.1763	23.3893
After 2 years			23.4095	23.6398	23.8571
After 5 years			23.8777	24.1126	24.3342
After 10 years			24.3552	24.5949	24.8209

Assistant CAR/IPP	No License	D License	C License	B License	A License
Start		21.6979	21.9103	22.1223	22.3346
After 90 days		21.9149	22.1294	22.3435	22.5580
After 1 year		22.1340	22.3507	22.5670	22.7835
After 2 years		22.5766	22.7977	23.0183	23.2392
After 5 years		23.0282	23.2536	23.4787	23.7040
After 10 years		23.4888	23.7187	23.9483	24.1781

Water	No License	D4 License	D3 License	D2 License	D1 License
Start	20.3722	21.2209	21.4333	21.6453	21.8576
After 90 days	20.5759	21.4331	21.6476	21.8618	22.0762
After 1 year	20.7816	21.6474	21.8641	22.0803	22.2970
After 2 years	21.1972	22.0803	22.3013	22.5219	22.7429
After 5 years		22.5219	22.7474	22.9723	23.1978
After 10 years		22.9723	23.2023	23.4317	23.6617

Main Maintenance	No License	S4	S3	S2	S1
Start	20.1471	20.9864	21.1964	21.4062	21.6161
After 90 days	20.3486	21.1963	21.4084	21.6202	21.8323
After 1 year	20.5521	21.4083	21.6225	21.8364	22.0507
After 2 years	20.9632	21.8364	22.0550	22.2731	22.4917
After 5 years		22.2731	22.4961	22.7186	22.9416
After 10 years		22.7186	22.9460	23.1730	23.4005

	Mech. Trades	Motor Mech.	Heavy Equip. Op.	Custodian
Start	20.9734	20.8430	20.4780	18.9790
After 90 days	21.1831	21.0514	20.6828	19.1687
After 1 year	21.3949	21.2619	20.8896	19.3604
After 2 years	21.8229	21.6872	21.3074	19.7476
After 5 years	22.2594	22.1209	21.7335	20.1425
After 10 years	22.7046	22.5634	22.1682	20.5453

Effective contract year January to December 2024, 2.5% increase to all classification. The job classifications and rates of pay per hour shall be paid in accordance with the following schedule, based on seniority as provided in Article 11. All pay increases will be effective the first pay period on or after the date(s) indicated below.

Wastewater	No License	D License	C License	B License	A License
Start	20.8815	21.7514	21.9691	22.1864	22.4040
After 90 days	21.0903	21.9689	22.1888	22.4083	22.6281
After 1 year	21.3011	22.1886	22.4107	22.6323	22.8544
After 2 years	21.7271	22.6323	22.8588	23.0849	23.3115
After 5 years		23.0849	23.3161	23.5466	23.7777
After 10 years		23.5466	23.7824	24.0175	24.2532

CAR/IPP	No License	D License	C License	B License	A License
Start			23.0608	23.2876	23.5017
After 90 days			23.2913	23.5205	23.7366
After 1 year			23.5243	23.7557	23.9740
After 2 years			23.9947	24.2308	24.4535
After 5 years			24.4746	24.7154	24.9426
After 10 years			24.9641	25.2098	25.4414

Assistant CAR/IPP	No License	D License	C License	B License	A License
Start		22.2403	22.4581	22.6754	22.8930
After 90 days		22.4628	22.6826	22.9021	23.1220
After 1 year		22.6874	22.9095	23.1312	23.3531
After 2 years		23.1410	23.3676	23.5938	23.8202
After 5 years		23.6039	23.8349	24.0657	24.2966
After 10 years		24.0760	24.3117	24.5470	24.7826

Water	No License	D4 License	D3 License	D2 License	D1 License
Start	20.8815	21.7514	21.9691	22.1864	22.4040
After 90 days	21.0903	21.9689	22.1888	22.4083	22.6281
After 1 year	21.3011	22.1886	22.4107	22.6323	22.8544
After 2 years	21.7271	22.6323	22.8588	23.0849	23.3115
After 5 years		23.0849	23.3161	23.5466	23.7777
After 10 years		23.5466	23.7824	24.0175	24.2532

Main Maintenance	No License	S4	S3	S2	S1
Start	20.6508	21.5111	21.7263	21.9414	22.1565
After 90 days	20.8573	21.7262	21.9436	22.1607	22.3781
After 1 year	21.0659	21.9435	22.1631	22.3823	22.6020
After 2 years	21.4873	22.3823	22.6064	22.8299	23.0540
After 5 years		22.8299	23.0585	23.2866	23.5151
After 10 years		23.2866	23.5197	23.7523	23.9855

	Mech. Trades	Motor Mech.	Heavy Equip. Op.	Custodian
Start	21.4977	21.3641	20.9900	19.4535
After 90 days	21.7127	21.5777	21.1999	19.6479
After 1 year	21.9298	21.7934	21.4118	19.8444
After 2 years	22.3685	22.2294	21.8401	20.2413
After 5 years	22.8159	22.6739	22.2768	20.6461
After 10 years	23.2722	23.1275	22.7224	21.0589

Effective contract year January to December 2025, 2.5% increase to all classification. The job classifications and rates of pay per hour shall be paid in accordance with the following schedule, based on seniority as provided in Article 11. All pay increases will be effective the first pay period on or after the date(s) indicated below.

Wastewater	No License	D License	C License	B License	A License
Start	21.4035	22.2952	22.5183	22.7411	22.9641
After 90 days	21.6176	22.5181	22.7435	22.9685	23.1938
After 1 year	21.8336	22.7433	22.9710	23.1981	23.4258
After 2 years	22.2703	23.1981	23.4303	23.6620	23.8943
After 5 years		23.6620	23.8990	24.1353	24.3721
After 10 years		24.1353	24.3770	24.6179	24.8595

CAR/IPP	No License	D License	C License	B License	A License
Start			23.6373	23.8698	24.0892
After 90 days			23.8736	24.1085	24.3300
After 1 year			24.1124	24.3496	24.5734
After 2 years			24.5946	24.8366	25.0648
After 5 years			25.0865	25.3333	25.5662
After 10 years			25.5882	25.8400	26.0774

Assistant CAR/IPP	No License	D License	C License	B License	A License
Start		22.7963	23.0196	23.2423	23.4653
After 90 days		23.0244	23.2497	23.4747	23.7001
After 1 year		23.2546	23.4822	23.7095	23.9369
After 2 years		23.7195	23.9518	24.1836	24.4157
After 5 years		24.1940	24.4308	24.6673	24.9040
After 10 years		24.6779	24.9195	25.1607	25.4022

Water	No License	D4 License	D3 License	D2 License	D1 License
Start	21.4035	22.2952	22.5183	22.7411	22.9641
After 90 days	21.6176	22.5181	22.7435	22.9685	23.1938
After 1 year	21.8336	22.7433	22.9710	23.1981	23.4258
After 2 years	22.2703	23.1981	23.4303	23.6620	23.8943
After 5 years		23.6620	23.8990	24.1353	24.3721
After 10 years		24.1353	24.3770	24.6179	24.8595

Main Maintenance	No License	S4	S3	S2	S1
Start	21.1671	22.0489	22.2695	22.4899	22.7104
After 90 days	21.3787	22.2694	22.4922	22.7147	22.9376
After 1 year	21.5925	22.4921	22.7172	22.9419	23.1671
After 2 years	22.0245	22.9419	23.1716	23.4006	23.6304
After 5 years		23.4006	23.6350	23.8688	24.1030
After 10 years		23.8688	24.1077	24.3461	24.5851

	Mech. Trades	Motor Mech.	Heavy Equip. Op.	Custodian
Start	22.0351	21.8982	21.5148	19.9398
After 90 days	22.2555	22.1171	21.7299	20.1391
After 1 year	22.4780	22.3382	21.9471	20.3405
After 2 years	22.9277	22.7851	22.3861	20.7473
After 5 years	23.3863	23.2407	22.8337	21.1623
After 10 years	23.8540	23.7057	23.2905	21.5854

Effective contract year January to December 2026, 2.5% increase to all classification. The job classifications and rates of pay per hour shall be paid in accordance with the following schedule, based on seniority as provided in Article 11. All pay increases will be effective the first pay period on or after the date(s) indicated below.

Wastewater	No License	D License	C License	B License	A License
Start	21.9386	22.8526	23.0813	23.3096	23.5382
After 90 days	22.1580	23.0811	23.3121	23.5427	23.7736
After 1 year	22.3794	23.3119	23.5453	23.7781	24.0114
After 2 years	22.8271	23.7781	24.0161	24.2536	24.4917
After 5 years		24.2536	24.4965	24.7387	24.9814
After 10 years		24.7387	24.9864	25.2333	25.4810

CAR/IPP	No License	D License	C License	B License	A License
Start			24.2282	24.4665	24.6914
After 90 days			24.4704	24.7112	24.9383
After 1 year			24.7152	24.9583	25.1877
After 2 years			25.2095	25.4575	25.6914
After 5 years			25.7137	25.9666	26.2054
After 10 years			26.2279	26.4860	26.7294

Assistant CAR/IPP	No License	D License	C License	B License	A License
Start		23.3662	23.5951	23.8234	24.0519
After 90 days		23.6000	23.8309	24.0616	24.2926
After 1 year		23.8360	24.0693	24.3022	24.5353
After 2 years		24.3125	24.5506	24.7882	25.0261
After 5 years		24.7989	25.0416	25.2840	25.5266
After 10 years		25.2948	25.5425	25.7896	26.0373

Water	No License	D4 License	D3 License	D2 License	D1 License
Start	21.9386	22.8526	23.0813	23.3096	23.5382
After 90 days	22.1580	23.0811	23.3121	23.5427	23.7736
After 1 year	22.3794	23.3119	23.5453	23.7781	24.0114
After 2 years	22.8271	23.7781	24.0161	24.2536	24.4917
After 5 years		24.2536	24.4965	24.7387	24.9814
After 10 years		24.7387	24.9864	25.2333	25.4810

Main Maintenance	No License	S4	S3	S2	S1
Start	21.6963	22.6001	22.8262	23.0521	23.2782
After 90 days	21.9132	22.8261	23.0545	23.2826	23.5110
After 1 year	22.1323	23.0544	23.2851	23.5154	23.7463
After 2 years	22.5751	23.5154	23.7509	23.9856	24.2212
After 5 years		23.9856	24.2259	24.4655	24.7056
After 10 years		24.4655	24.7104	24.9548	25.1997

	Mech. Trades	Motor Mech.	Heavy Equip. Op.	Custodian
Start	22.5860	22.4457	22.0527	20.4383
After 90 days	22.8119	22.6700	22.2731	20.6426
After 1 year	23.0400	22.8967	22.4958	20.8490
After 2 years	23.5009	23.3547	22.9458	21.2660
After 5 years	23.9710	23.8217	23.4045	21.6914
After 10 years	24.4504	24.2983	23.8728	22.1251

*A Water Plant operator who does not possess a D-4 (F-4) license, a Wastewater Plant operator who does not possess a D license, or a Main Maintenance employee who does not possess a S-4 license will be paid at the no license rate for that classification.

Employees who are temporarily assigned to "non overtime" after hours street sweeping and hydrant flushing per Article 32, Section 1(c) and Article 33, Section 2 shall be paid an additional \$0.75 per hour.

APPENDIX B

HEALTH INSURANCE

Section 1. Hospitalization Insurance. The Employer will provide a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. The insurance program currently provides employees four different plan options, inclusive of traditional and high deductible plans with a HSA (referred to as HSA) options. A summary of the coverage available under those plans will be provided. The amount of the annual deductible under the HSA plans shall increase as required by law to qualify as a high deductible health care plan. Employees have the option to change the plan in which they are covered in accordance with the carrier's open enrollment policies. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Section 2. Payment of Health Care Costs.

In calendar year 2023, the Employer will pay towards the health care costs of Employees an amount equal to the hard cap established by the State of Michigan and approved by both parties (City Commission and Health Care Committee):

- \$7,399.47 for single coverage,
- \$15,474.60 for two-person coverage, and
- \$20,180.43 for family coverage.

Employees will be required to pay on a monthly basis 1/12th of any remaining amount after applying the respective hard cap above to the total paid by the Employer towards the Employees annual health care costs. The City pays the health insurance premium in advance, so the employee contribution towards the monthly health insurance premium cost is taken in equal amounts out of the previous month's paychecks. The hard cap includes amounts paid for health care costs; HSA amounts contributed by the City under Section 3. Under no circumstance will the City's aggregate payment towards health care costs exceed the annual hard cap limitations established under this agreement.

An employee electing a non-HSA qualified plan will not be eligible for any balance that may remain after medical premiums. In the event that a projected increase in health care costs will cause the amounts established under this agreement to be exceeded under either of the alternative health insurance plans, the Health Care Committee established in Article 29, Section 2, will immediately convene to review the issues and to recommend modifications to the health care plan or distribution of the premium. In the event that changes to the health care plan or premium distribution are not implemented pursuant to Section 63.40 at least one month prior to the effective date of the health insurance premium increase, the employee contribution set forth above will be increased to pay for all health care costs in excess of the hard cap amounts established in this section. In addition, the insurance provisions of this agreement may be reopened for negotiation at the option of the Union.

Section 3. HSA Contribution. Employees that elect a high deductible plan with a HSA will receive a contribution to their HSA in an amount equal to the remaining hard cap established for the plan year, less amounts paid towards other health care costs for the Employee. The Employer HSA contribution will be made with the first payroll in January.

Eligibility for the HSA contribution will be determined by the employee's status ten (10) calendar days prior to the contribution date. Employees experiencing subsequent changes in coverage status will receive an additional pro-rated contribution to their HSA or repay the excess received on a pro-rated basis to account for differences in the Employer HSA contribution levels of the plans. The additional contribution made by the City or repayment by the employee will be pro-rated based upon the remaining number of whole months in the calendar year to twelve. Employees who leave the employment of the City during the same calendar year of receiving a HSA contribution will be required to repay the contribution received based upon the ratio of the number of complete months of service during the year to twelve.

Employees hired after the contribution date who elect to participate in a HSA Plan will receive a pro-rated HSA contribution based upon the ratio of the number of complete months of service in the calendar year to twelve.

Section 4. Cash Payment in Lieu of Medical Coverage. Employees who are eligible for health care under another coverage and who decline health care/hospitalization coverage from the City will be reimbursed the following payment in lieu of medical insurance:

Single - \$175 per month
Two Person and Family - \$285 per month

Employees choosing to take the incentive payment will be required to provide proof of insurance from another source on a yearly basis.

For employees who are covered by the City's medical insurance through a spouse who is an employee of the City of Big Rapids, the employee not carrying the City's insurance will receive a payment in lieu of medical coverage of \$285 per month.

Section 5. Dental Insurance. The Employer shall make available a policy of dental insurance coverage for qualifying employees and their dependents. Employees electing dental insurance coverage are required to pay the entire cost and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium.

Section 6. Vision Insurance. The Employer shall make available a policy of vision insurance coverage for qualifying employees and their dependents. Employees electing vision insurance coverage are required to pay the entire cost and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium.

Section 7. Insurance Carriers. The Employer reserves the right to select the insurance carrier or to use self-insurance provided that the benefits remain substantially equivalent

as those in effect on the effective date of this agreement. Administration of insurance benefits shall not be considered as a benefit. The cost of administration shall be paid by the Employer or included within the plan. All insurance shall be subject to such terms and conditions as provided in the master insurance policies. Prior to making any changes in the insurance carrier, the City will schedule a special conference to discuss the change.

LETTER OF UNDERSTANDING

Recent changes in DEQ policy and procedure have resulted in DEQ certification charges. Taking the test as well as renewal paperwork now have associated fees. The Big Rapids AFSCME contract does not have provision for the City support of these new charges. In light of that condition after some discussion with AFSCME members the following agreement has been reached.

DEQ Certification

Certification is necessary to become a water operator, wastewater operator, or a main maintenance employee. The City shall cover the cost of the education, application and testing process for an employee to take this certification exam. If the employee does not pass the test, the City will continue to assist and pay for additional educational courses to help in the process through a period of 24 months (giving the employee a chance to take the certification test at least 2 times. This should happen easily for water and main maintenance. However, the wastewater test is only given annually, which could result in a 36 month period for the WWTP.). As provided in contract Section 25.3, after 2 attempts at passage and the maximum of 24 months of experience, a second failure to pass this exam will result in the employee being returned to their previous working classification, seniority permitting.

Funding available, as indicated in the AFSCME contract, the City will pay for the necessary credits needed for renewal of an operator's license and will pay for the application paperwork to recertify an operator whose license expires periodically. The operator and City department personnel will coordinate a program that will effectively spread the costs of recertification to accommodate City budgeting constraints, and allow reasonable advance scheduling for the operator needing recertification.

The City will continue to encourage the promotion of employees who seek a higher DEQ classification. In that case, the City will pay for the application and testing requirements for taking each higher test for one occasion. The employee will pay for application and testing costs of all subsequent exams.

The City will not pay the costs of obtaining, maintaining or renewing dual certification, without specific authorization of the City Manager. If in the future, a program is developed which promotes dual certification, the City will revisit this position.

There is a time lag between the time that an operator passes his/her certification with the state and notification of the employee and City concerning the successful passage of the certification. The employee shall be entitled to the increase in pay commensurate with the increased licensure commencing from the date noted on the certification/ license after the employee notifies and provides evidence of passage to the City Human Resources Department of the City.

Agreed _____

FOR THE UNION

FOR THE CITY OF BIG RAPIDS

LETTER OF UNDERSTANDING ON
EMERGENCY MANAGEMENT ISSUES

Rejections, modification or termination of Agreement after the appointment of a Financial Manager.

The terms of this Agreement are subject to rejection, modification or termination pursuant to the provisions of the Local Financial Stability and Choice Act, PA 436 of 2012. A financial manager appointed pursuant to that Act may reject, modify, or terminate one or more terms of this Agreement.

FOR AFSCME

FOR THE CITY OF BIG RAPIDS
