

6/30/99

3937

LABOR AGREEMENT

between

**SOUTHEASTERN OAKLAND COUNTY
WATER AUTHORITY**

and

**UTILITY WORKERS UNION OF AMERICA
AFL-CIO LOCAL NO. 413**

Southeastern Oakland County Water Authority

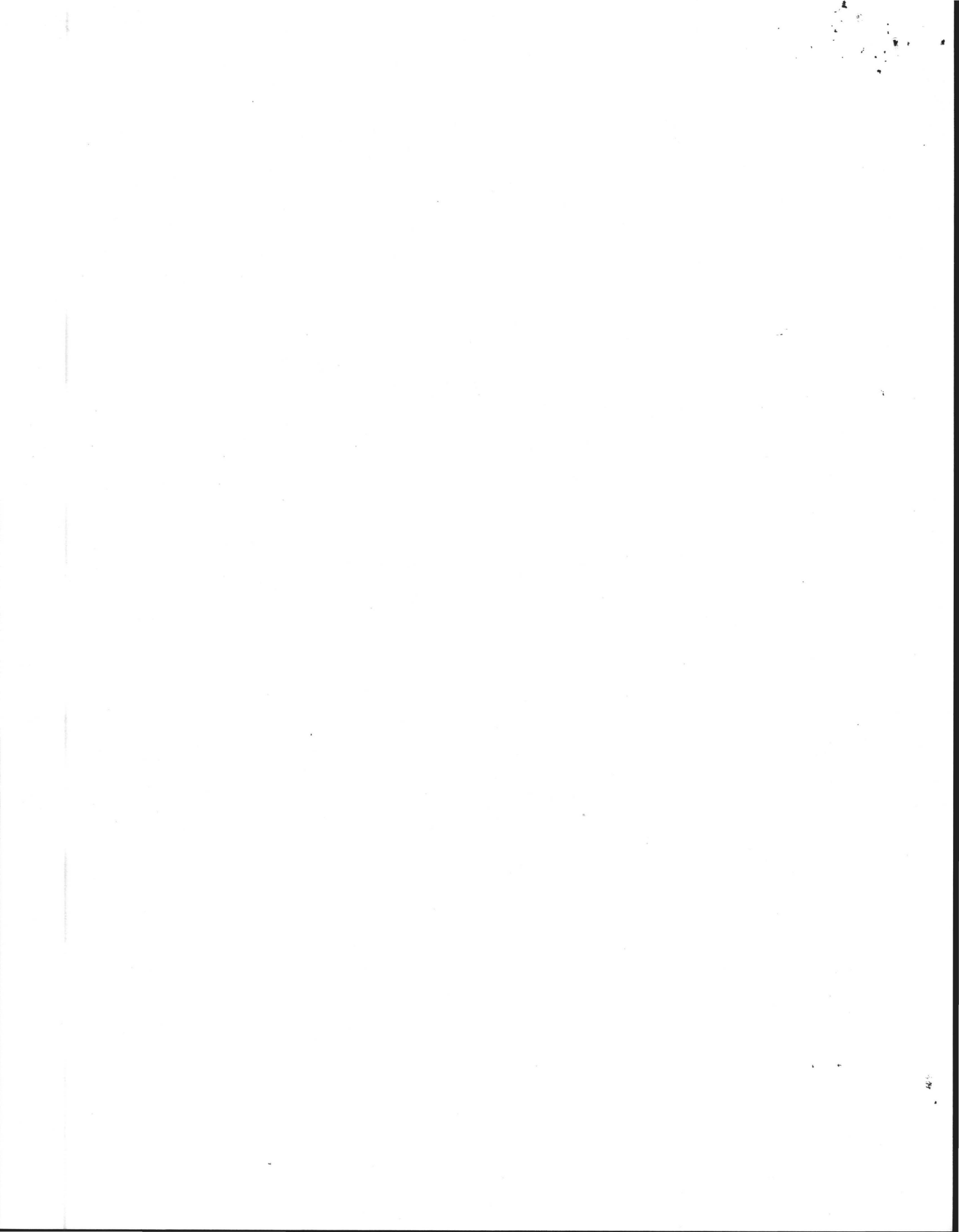


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AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 1996, by and between the Southeastern Oakland County Water Authority, a Michigan Public Corporation, hereinafter referred to as the "Authority," and the Utility Workers Union of America, AFL-CIO, for and on behalf of its Local 413, hereinafter referred to as the "Union."

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 Authority, employees, and the Union.

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

The parties mutually recognize the responsibility of both the employees and the Authority to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

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

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I

RECOGNITION

Section 1. Bargaining Unit

(a) The Authority hereby recognizes the Union as the sole and exclusive collective bargaining agency for all of its operation employees, mechanical and electrical, construction and maintenance employees, including working foremen, but excluding management, engineers, professional, technical, clerical, guards, part-time, temporary, janitor, seasonal and supervisory employees, in the matter of wages, hours of work, and other conditions of employment. (Temporary is defined as landscape employees employed for the growing season or persons employed for special projects.)

(b) The Authority will notify the Union in advance of a temporary employee's hire, and advise the Union of his general job duties; if such an employee remains continuously employed by the Authority for longer than six (6) months, the employee shall become covered by this Agreement effective the first (1st) payroll period beginning date after such six (6) months.

ARTICLE II

REPRESENTATION

Section 2.

(a) The employees shall be represented by a Committee of three (3) members, one (1) of whom shall be the Chairman, who shall be elected in any manner determined by the employees; provided that not more than one (1) of such Committee members shall be elected from the same department. There may be an alternate appointed in the absence of a regular committeeman. This Committee shall be elected from a group of nominees on the seniority list.

(b) Promptly following the effective date of this Agreement, the Union and the Authority shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

Section 3.

(a) No Discrimination: There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.

(b) The Authority and the Union shall not discriminate against any employee, within the bargaining unit, because of age, sex, race, creed, color, nationality, religious or political belief, or for Union activity.

ARTICLE III

JOINT RESPONSIBILITIES

Section 4. No Strike - No Lockout

(a) There shall be no picketing, strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract.

(b) In the event of a strike, work stoppage, picketing, or other curtailment during the term of this contract, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that the strike is unauthorized, and that they may be disciplined up to and including discharge, and instruct all such persons to immediately cease the offending conduct; the Union shall also make every reasonable effort possible to induce the involved employees to cease such act.

(c) The Authority shall have the right to discipline up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.

(d) The Authority will not lockout any employees during the term of this Agreement.

ARTICLE IV

MANAGEMENT RESPONSIBILITIES

Section 5. It is recognized that the Management of the Authority, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Authority. Other rights and responsibilities belonging solely to the Authority are hereby recognized, prominent among which but by no means wholly inclusive are: the right to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited to this Agreement.

Section 6. It is further recognized that the responsibility of the Management of the Authority for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the Authority, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

ARTICLE V

GRIEVANCE PROCEDURE

Section 7. Should a difference arise between the Authority and the Union as to the meaning or application of their Agreement, it shall be settled in accordance with the grievance procedure set forth below:

- Step 1. Any employee having a grievance shall first take up the matter with the Superintendent or other designated supervisor, provided that the employee may request to have his Union representative present. If not settled in this discussion, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within ten (10) days of its occurrence shall be considered automatically closed.
- Step 2. The Superintendent shall give his written decision within five (5) working days (excluding Saturdays, Sundays, and holidays) of receipt of the written grievance.
- Step 3. In the event the grievance is not settled by Step 2, a meeting shall be held between the Committee and Management within ten (10) working days after conclusion of the Step 2 meeting, unless an earlier meeting is agreed to. The decision of the Authority shall be given in writing within five (5) working days (excluding Saturdays, Sundays, and holidays) of the end of the meeting, unless the time is extended by mutual agreement.
- Step 4. In the event the grievance is not settled in Step 3, the Union shall have ten (10) days in which to submit the same to binding arbitration in accordance with the procedure set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

Arbitration, as provided in Step 4, can be invoked only in the following manner:

- (a) Notice to the Authority within ten (10) days after receipt of disposition at Step 3, of intent to submit the issue to arbitration.
- (b) The parties shall select an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, in accordance with the rules, regulations and

procedures of the Federal Mediation and Conciliation Service or the American Arbitration Association.

The Arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

The pay for time lost by employees of the Authority who are witnesses during an arbitration and the arbitration fee and expense of the arbitrator shall be paid by the loser of the arbitration. In the event neither party's position on the merits of the dispute is adopted by the arbitrator, he shall have authority to apportion such lost wages and fees, provided that an arbitrator shall not apportion lost wages and fees when either the Authority or Union wins on the merits of the dispute but loses on a procedural issue.

The party which requests adjournment of a scheduled arbitration shall pay any cancellation fee charged by the arbitrator.

Section 8. Any grievance not appealed from a decision in one (1) of the steps of the above procedure to the next step as prescribed shall be considered dropped. The Authority shall not be authorized by this procedure to file grievances against the Union.

Section 9. Authorized committeemen and the grievant shall be paid for time lost during working hours in attending grievance meetings with Authority representatives. Committeemen will be permitted to leave their jobs, upon request, and after receiving approval of their foreman, for the purpose of investigating a grievance in their assigned area. Such committeeman shall report to his foreman upon completion of his investigation and if he goes into the department of another foreman, he must first notify such foreman of his presence. This right to receive pay for time lost shall not

be abused. The Authority will furnish cards or forms to maintain a record of the time spent hereunder.

Section 10. Any grievance involving discharge or disciplinary action must be filed in writing within two (2) working days after the action is taken (excluding Saturdays, Sundays, and holidays), and the Authority representative shall render a decision within two (2) working days (excluding Saturdays, Sundays, and holidays) of receipt of the grievance.

Section 11. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work or as may be agreed to by the parties.

Section 12. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment during the period in question.

Section 13.

(a) Should an employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided, or as may be mutually agreed.

(b) The compensation to such employees shall be equal to his rate of pay times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the Authority that such substitution exists, unless the circumstances of the case made it impossible for the employee to know that he had grounds for such a claim prior to that date, in which event the compensation shall be limited retroactively not to exceed three (3) working days prior to such notification.

Section 14. All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons therefor shall be in writing.

Section 15. An agreement reached between the Management and Committee is binding on all workers affected and cannot be changed by an individual.

Section 16. In the event there are grievances or other matters to be considered, a meeting between the Committee and Management shall be held not more frequently than once each month (second (2nd) full week of the month) for the purpose of discussing and possibly disposing of such grievances and other problems that may exist. A written agenda shall be prepared and furnished to the Authority at least forty-eight (48) hours in advance of the meeting. Any agreements reached during such meetings shall be reduced to writing.

Section 17. Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to between the Committee and Management.

Section 18. Authorized representatives of the Union shall be granted permission, upon reasonable advance request, to enter the non-restricted areas of the plant for the purpose of adjusting grievances with the designated supervisor. The names of representatives so authorized shall be on file with the Authority.

ARTICLE VI

PROBATIONARY EMPLOYEES

Section 19. A new employee shall be a probationary employee without seniority until he has been employed and actively at work for six (6) months, excluding absences which exceed fifteen (15) consecutive days, at the end of which period he shall be entered on the plant-wide seniority list of the Authority as of the first (1st) day of his employment, except that seasonal, temporary

employees shall not acquire seniority. A probationary employee may be laid off or terminated at the discretion of the Authority without recourse to the grievance procedure. An employee laid off or terminated during his probationary period and rehired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with six (6) months retroactively from the date he completes his probationary period for purposes of determining his date of employment and position on the plant-wide seniority list. An employee rehired after ninety (90) calendar days will be considered as a new employee and will begin a new probationary period. The Authority will notify the Committee Chairman in writing upon hiring any person, the classification and status (as to probationary, seasonal or temporary) of the new employee.

ARTICLE VII

SENIORITY

Section 20.

(a) Each employee, upon the completion of his probationary period, shall be placed on the plant-wide seniority list as provided in paragraph 19, above. When two (2) or more employees commence employment on the same date, the employee with the earlier application shall be placed on such list first.

Seasonal and temporary employees shall not acquire seniority.

1. A seasonal employee shall mean any employee who is employed primarily during the summer months.
2. A temporary employee is an employee who either: (a) works irregularly, (b) normally works a schedule of not over twenty (20) hours per week, or (c) is

hired in connection with a specific project, work on which will not extend beyond its completion.

Section 21. Seniority shall terminate if an employee:

1. Quits or retires.
2. Is discharged for just cause.
3. If he is absent for three (3) consecutive work days without notifying the Authority, unless as a result of physical impossibility.
4. If he is absent for three (3) consecutive work days without justifiable reason.
5. Gives a false reason to obtain a leave or if he fails to return to work upon termination of any leave of absence without a bona fide excuse.
6. If he is laid off for a period equal to his seniority at the time of layoff or three (3) years, whichever is the lesser.
7. Separation upon settlement covering total disability.

Section 22. When there is an indefinite reduction of the working forces, the following procedure shall govern in making layoffs: (Note: Nothing herein shall prevent the Union and the Authority from negotiating reduced work schedules to curtail layoffs).

- (a) Seasonal and temporary employees shall be laid off first, in any order.
- (b) Probationary employees shall be laid off next, in any order.
- (c) If additional layoffs are necessary, seniority employees shall be laid off in the order of their plant-wide seniority within their respective departments. For purposes of this section, an employee's plant-wide seniority shall be recognized in one (1) of the following departments in which he is regularly employed:

Operation Department;
Construction and Landscaping Department;
Mechanical and Electrical Department.

An employee laid off from a department may exercise his plant-wide seniority to bump an employee with less seniority in another department, provided he is able to perform the work with normal instruction and supervision.

(d) An employee on layoff who is offered an opportunity of recall to a classification which he regularly held while actively employed by the Authority who rejects such recall for reasons other than physical disability substantiated by a physician shall lose all further recall rights and seniority and be removed from the seniority list.

Section 23. The members of the Committee shall head the seniority list; provided they are capable of doing the work available. Committeemen shall be returned to their regular standing on the seniority list upon termination of service as such representative.

Section 24. An emergency beyond the control of the Authority; i.e., acts of God such as flood, fire, storm, or power failure, where the resulting situation warrants, the Authority shall have the right to make temporary adjustments of force not to exceed five (5) days without regard to seniority. If the layoff exceeds five (5) days, the work force shall be adjusted according to the layoff procedure as described in this Article.

Section 25. Recalls from layoff shall be by order of seniority, provided the employee is able to perform the work required, and provided further that employees laid off from a department shall be recalled to such department prior to other employees or new hires being offered a job in such department.

Section 26.

(a) Employees on the seniority list when recalled to work shall be given five (5) working days' advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.

(b) If an employee fails to report within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

(c) The Authority may call the next employee in point of seniority pending the reporting of the seniority employee recalled.

Section 27. When employees are called to work or laid off, the Committee shall be given the names and order of calling or laying off.

Section 28. The Authority shall keep a true seniority list plant-wide of all employees having seniority rights, and department lists, copies of which shall be posted in each department. Copies shall be given to the Committee once each six (6) months.

Section 29. Employees shall notify the Authority of their proper post office address or change of address, and they shall be given a receipt from the Authority that such notice has been given. The Authority shall be entitled to rely upon the address shown upon its records for all purposes.

Section 30. Any employee who is promoted or transferred out of the unit but who continues as an employee of the Authority shall retain his accumulated seniority, at the time of such transfer or promotion, and shall accumulate additional seniority for ninety (90) days while outside the unit. During such ninety (90) days, the employee may elect to return to his prior job or the Authority may elect to return him to his prior job without loss of seniority. If such an employee is

returned by the Authority to the unit, after such ninety (90) day period he cannot use his seniority to "bump" another bargaining unit employee, but can only bid on vacancies as they occur. This shall apply to prior as well as future promotions or transfers.

Section 31. Any employee who is elected or appointed to office or position in the Union, which makes it necessary to leave his employment, shall retain his seniority and shall accumulate seniority during the time he holds this position.

Section 32. The Authority will grant a leave of absence to employees so elected or appointed upon request of the Union, and renewed annually upon request.

Section 33. The Selective Service Act as presently existing, or as it may be amended from time to time, shall govern the re-employment rights of servicemen.

Section 34. An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the Authority, may be assigned other work in the plant which, in the judgment of Management and agreeable to the Union, he is capable of performing without regard to any seniority provisions of this Agreement, provided that this provision shall not accord him super seniority beyond his seniority date to continue working.

Section 35. An employee so assigned shall be paid the regular rate of the job to which he is assigned, unless his incapacity renders him unable to perform a normal day's work, in which case a lesser rate shall be agreed to between the Authority and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Worker's Compensation Act.

ARTICLE VIII

PROMOTIONS

Section 36. In promotion of employees covered by this Agreement to classifications within the bargaining unit, seniority will govern whenever qualifications and abilities of the employees being considered are reasonably equal. If the Management proposes to bypass any employee with greater seniority, the Management will advise the Committee and the employee or employees bypassed (at least five (5) days before the bypass is made effective). Any such employee who feels aggrieved will be granted a prompt review by Management, and if then not satisfactorily closed, may process his claim through the grievance procedure to the Manager of the Authority, or his delegate.

ARTICLE IX

RETENTION OF SENIORITY ON LEAVE

Section 37. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof.

ARTICLE X

JOB BIDDING

Section 38.

- (a) The Authority agrees to post vacancies in existing job classifications and new job classifications (except working foreman jobs) for a period of five (5) working days.
- (b) Employees may be required to remain in their old jobs until properly replaced.
- (c) Employees who bid for and are awarded their job bid, shall not be entitled to bid for any other job for a period of twelve (12) months, in the event:

1. The job bid was a lower rated job, or
2. The employee refused the job after being awarded it or declined during the trial period. In this latter case, the job shall promptly be rebid.

(d) Employees awarded a job bid shall have up to three (3) months to qualify for such job. This shall not prevent the Authority from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority.

(e) If the Union disagrees with such disqualifications, the employee or the Union may take the matter up through the grievance procedure and the Authority must be able to show that the disqualification was justified.

(f) This posting procedure shall not prevent the Authority from hiring from the outside whenever qualified applicants are not available.

ARTICLE XI

NEW JOBS

Section 39.

(a) If a new job should be created due to the introduction of new equipment or a significant change in methods of operation, a temporary rate may be established by the Authority for a period not to exceed thirty (30) calendar days. During this period, the Authority and the Union shall bargain on the rate of the new classification.

(b) If no agreement has been reached at the end of such thirty (30) days, the matter shall be processed through the grievance procedure.

Section 40. In the event there is a temporary job opening due to illness, emergency leaves, temporary production increases, etc., the Authority may fill such job by transferring qualified employee or employees to such temporary vacancy for not to exceed three (3) months, unless a longer time is agreed to.

Upon the completion of such three (3) months, or immediately if the leave is originally for more than three (3) months, the job shall be posted in accordance with Section 38 as a Temporary Opening. The Authority shall notify the Union in writing when a temporary job opening is filled under this section.

Employees who return from such leave, etc., shall return to their bid job and the employees, or any of them, holding temporary bid jobs shall be returned to their permanent jobs, provided such remains available. If not available, such employee may exercise his department seniority to attain a job in line with such seniority.

ARTICLE XII

SHIFT ROTATION

Section 41. The present practice of all shift operations shall be continued unless mutually agreed upon.

ARTICLE XIII

HOURS OF WORK

Section 42.

(a) The Authority shall establish the working hours for each specific job. Work schedules, and any changes in work schedules, will be posted, in writing, at least seven (7) days prior to the effective date thereof, except in the case of an emergency, as defined in paragraph 24.

(b) Schedules shall be on the basis of one (1) or more eight (8) hour shifts during a twenty-four (24) hour day. The starting time and completion time for each job shall be so designated by the immediate Supervisor, and shall normally consist of five (5), eight (8) hour days in any one (1) week or seven (7), eight (8) hour days where operational needs require.

(c) All employees shall punch in at Webster Station unless previously notified the day before that they are scheduled to work at a different location outside the Water Authority's general area. In such instances, the employee shall punch in at the designated work location.

(d) The employees who work on the day that daylight savings time goes into effect or ends shall be paid based on the hours worked.

(e) When an employee is called into work to perform an emergency service, he shall be paid a rate equal to one and one-half (1 ½) times his regular pay rate, for a minimum of two (2) hours.

(f) Seasonal, probationary and temporary employees who are scheduled to work, and report in, but are sent home due to lack of work or inclement weather conditions will be paid a minimum of four (4) hours.

ARTICLE XIV

STANDBY OPERATOR

Section 43.

(a) Standby service shall be scheduled for all Saturdays, Sundays and holidays when the Webster Station is manned by one (1) operator and there are no other employees present at the Station.

(b) Employees that are scheduled for standby operator duty shall be compensated at the rate of two (2) hours' pay at their regular hourly rate for each eight (8) hours of standby.

(c) If the standby operator should be called to duty and reports for work, he shall be compensated, in addition to standby, a minimum of two (2) hours' pay at his regular hourly rate for reporting for duty.

(d) The employee on standby will be called to duty before another employee is called into work, provided the standby employee is qualified to perform the available work.

ARTICLE XV

OVERTIME

Section 44.

(a) For purposes of this section, the terms "work day" and "work week" shall mean, respectively, "calendar day" and "calendar week," except that, for operators, the term "work day" shall mean a twenty-four (24) hour period commencing at 7:30 a.m., and the term "work week" shall mean a one hundred sixty-eight (168) hour period commencing at 7:30 a.m. Sunday unless mutually agreed upon.

(b) An employee may request to be excused from overtime. This request will be granted unless no other suitable employee is available to replace him, or an emergency exists which demands his presence.

(c) Employees will be paid one and one-half (1 ½) times their regular hourly rate in the following instances:

1. Time worked in excess of eight (8) hours in any one work day.
2. Time worked consecutively in excess of eight (8) hours, in any twenty-four (24) hour period.
3. Time worked in excess of forty (40) hours in any one (1) work week.

(d) Employees shall be paid double time their regular hourly rate for all non-scheduled hours worked on Sundays.

(e) All hours paid for by the Authority shall be included as time worked for purposes of computing forty (40) hours worked, except standby time.

(f) Employees who work shift or daily overtime will be paid overtime in multiples of one-tenth (1/10th) of an hour for each six (6) minutes worked.

(g) There shall be no duplication of overtime for the same hours worked.

(h) Employees shall not be required to take time off during the work week to make up for overtime worked or to be worked, except as otherwise required under Section 41 of this Agreement.

ARTICLE XVI

ATTENDANCE

Section 45.

(a) Employees are expected to be regular in their attendance and to observe the working hours established by the Authority.

(b) All employees absent without authorized leave, or who report late on any given shift, shall be penalized by way of a pay deduction in multiples of one-tenth (1/10th) of an hour for each six (6) minutes or fraction thereof, for each day or portion of a day.

(c) Habitual tardiness may be cause for disciplinary action, up to and including discharge.

(d) Arrangements for time-off must be made with the employee's immediate Supervisor, in advance, and in accordance with the provisions of the leave regulations under which the time off is to be taken.

If, for some legitimate reason, an employee is unable to report for work at the established time set by the Authority for his particular shift to begin, the Supervisor on duty should be notified at least one (1) hour beforehand, unless prevented from doing so by reasons beyond his control. Failure to do so may result in disciplinary action up to and including discharge.

(e) A continuing balance of each employee's vacation leave, and sick leave will be kept on the employee's personnel record.

ARTICLE XVII

VACATION LEAVE

Section 46. Vacation leave is authorized absence from duty, with pay.

(a) Eligible regular employees with one (1) through four (4) years' seniority on July 1st of any vacation year, shall be granted up to two (2) weeks vacation leave. Employees on their fifth (5th) anniversary of hire date shall receive a third (3rd) week of vacation. Each employee, upon commencement of eleven (11) years of seniority or more on July 1, of any year, shall receive one (1) additional day of vacation for each full year of his seniority over ten (10), up to a maximum of five (5) weeks for twenty (20) years of seniority.

In no case will vacation time be granted until an employee has been employed at least six (6) months.

(b) No seasonal, temporary or part-time employee is eligible for vacation leave.

(c) Employees with six (6) months or more of service on July 1 of any vacation year will be allowed vacation leave in the proportion that his actual service bears to a full year of service (6.667 hours per month) (five (5) years or over 10.00 hours per month). No employee shall be given vacation leave for a fractional part of a day; employees shall be given the whole day, if accrued time is a half-day or greater. No part of a day shall be given, if the accrued time is less than a half-day.

(d) Vacation credits earned during the fiscal year shall be made available to such employees after April 1 of the year in which they are accrued.

(e) Employees shall receive credit for a month's work for every month in which they work or receive compensation for ten (10) work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.

(f) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such period.

(g) Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued, unless carried over with the written consent of the Manager.

(h) Vacation schedules shall be set up by the immediate Supervisor so as to permit the continued operation of all Authority functions without interference. Within this general rule, the following guidelines shall apply for scheduling variations:

1. For the period of June 1st through September 30th, employees must request vacation time off prior to March 1st; employees making such request will be given preference according to plant seniority to select available vacation periods for up to two (2) weeks of their allowable vacations, provided that an employee may voluntarily relinquish such period to another employee. Vacation schedules for the June 1st through September 30th period shall be posted on or before April 1st.
2. Vacations for periods other than during June 1st through September 30th shall be on a "first come/first served" basis.

(i) Employees shall be entitled to vacation pay in any of the following instances:

1. Any employee who is denied permission to take his vacation leave because his work load prevents the granting of a vacation leave at any time during the fiscal year, shall be paid one and one-half (1 ½) times his regular rate for earned vacation leave.
2. Any regular employee who gives proper notice regarding termination of his employment with the Authority, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
3. Any regular employee who is placed on indefinite layoff, may be paid his accrued and unused vacation leave at the time of such layoff.
4. Any employee who has served six (6) months but less than one (1) year with the Authority and enters Military service shall be allowed vacation time at the rate of one (1) day per month, with a maximum not to exceed ten (10) days, paid to him at the time he leaves the Authority to enter Military service.
5. Employees who are scheduled for a vacation leave during a holiday, will be paid for the holiday, or given an additional day off at a mutually agreeable date.

(j) Employees shall not be entitled to accrued vacation pay if any of the following applies:

1. If an employee separates himself from the Authority by reason of absence without leave.
2. If an employee fails to give at least ten (10) calendar days' notice in advance of termination date.
3. If a probationary employee leaves the employ of the Authority before completing his probationary period.
4. If the employee is discharged for theft, insubordination or willful misconduct.

ARTICLE XVIII

HOLIDAYS

Section 47.

(a) The Authority grants ten (10) paid holidays each year; these holidays are listed as follows:

New Year's Day	January 1st
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Day before Christmas	December 24th
Christmas Day	December 25th
Day before New Year's	December 31st

(b) When any of the above holidays fall on a Saturday or Sunday, the following Monday will be observed as a holiday. The day before Christmas and the day before New Year's will be taken the preceding Friday.

(c) Regular or probationary employees who are required to work on any of the ten (10) paid holidays, shall receive double the regular hourly rate for hours worked in addition to holiday pay.

For purposes of holiday pay and the holiday premium provided in this Section, the holiday for all employees except operators, shall be considered the day of observance only.

For purposes of holiday pay and the holiday premium provided in this section, the holiday for senior operators and maintenance operators on duty is the actual day of the holiday only, and not the day of observance.

(d) To be eligible for holiday pay, an employee must work the last scheduled work day before and the next scheduled work day after the day of observance of the holiday, unless he has an excused absence, or is on vacation leave. Employees will also be paid for holidays in instances where the immediate Supervisor has authorized personal time off.

(e) Seasonal, temporary or part-time employees are not eligible to receive holiday pay.

(f) Employees with six (6) months or more service on July 1st of any fiscal year, will be allowed four (4) personal days off with pay during the fiscal year, which can be taken consecutively, provided the days off, whether or not taken consecutively, can be scheduled in such a way that the employee can be replaced at straight time rates.

ARTICLE XIX

SICK LEAVE

Section 48.

(a) Any seniority employee who has been continuously on the active payroll of the Authority for six (6) months and is unable to work because of bona fide personal illness or injury

or death of any member of his immediate family, shall be entitled to sick leave with pay in accordance with the provisions herein set forth.

(b) Employees upon the completion of their probationary period shall be credited with eight (8) hours of sick leave for each month of service, in which the employee has actually worked ten (10) days or more, subject to a maximum accumulation of total sick leave credits of nine hundred sixty (960) hours (one hundred twenty (120) days). Vacation leave and paid holidays shall be considered worked for purposes herein.

(c) An employee eligible for sick leave benefits may draw upon his accumulated sick leave credits if he is absent during his scheduled work hours because of:

1. His bona fide personal illness or injury; or
2. The serious illness or injury of a member of his immediate family; namely, spouse, child, father, mother, sister, brother, father-in-law, or mother-in-law.

(d) Absences to take or accompany members of the immediate family for medical treatment can be covered by sick leave credits only when it is clearly shown that there was no other practical means available by which the member of the employee's immediate family could get the needed medical attention, and provided also, the required medical treatment could not have been administered at any other time than during scheduled work time or the member of the immediate family was so acutely ill that immediate medical attention was imperative, leaving no time for alternate arrangements.

1. Absences to make alternate arrangements for the care of a sick member of the immediate family when such family member is so ill that the services of an attendant are required may be approved for sick leave credits up to a maximum of eight (8) hours for such occasion, when it is clearly shown to the satisfaction of the Authority that the services of the employee are required to make such alternate arrangements.

2. Sick leave credits will be allowed in surgical cases or critical illnesses when the employee's presence is required by the attending physician to a maximum of three (3) days.

(e) A maximum of eight (8) hours pay which will not be chargeable to sick leave will be allowed for childbirth cases. These eight (8) hours shall include the time the employee spends taking his wife to the hospital, awaiting the birth, taking his wife and baby home and other matters incident to childbirth. A maximum of an additional sixteen (16) hours chargeable to sick leave will also be allowed for time incident to childbirth.

(f) The Sick Leave Plan is not maintained to provide coverage such as economical nursing, taxi service, or babysitting care, except as provided in sub-section (e) of this Section.

(g) The death of a member of his immediate family as defined in Section c(2) above, plus the employees' grandparents and the employee's father-in-law and mother-in-law, provided that the employee's presence is required away from work and that this use of sick leave credits shall not exceed three (3) days (two (2) days for the employee's grandparents, and the employee's father-in-law and mother-in-law). However, an exception will be made to include one (1) additional work day, if the burial requires traveling to the extent that the affected employee cannot return in time to secure eight (8) hours rest before the beginning of his scheduled work period. It is understood in this connection that the time so taken includes attending the funeral.

In the case of the death of the employee's spouse, child, father or mother, stepfather, stepmother, brother, sister, stepbrother or stepsister, such leave, up to three (3) days, shall not be chargeable against his sick leave; in the case of the death of the employee's grandparents, father-in-law, and mother-in-law, such leave, up to one (1) day, shall not be chargeable against his sick leave.

Should a death of a member of his immediate family occur while an employee is on a scheduled vacation, he shall be eligible to receive these benefits provided that he notifies the Authority prior to the date of the funeral and he attends the funeral.

(h) The Authority may require a certificate from a doctor or other evidence that the illness or injury is bona fide. Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed for profit or employed by others than the Authority. Proper disciplinary action will be taken by the Authority in any case where it finds abuse or falsification.

(i) In the event of resignation or discharge for cause, all accumulated or unused sick leave shall be cancelled and not paid. An employee laid off shall retain his accrued accumulated sick days, to date of layoff, if he is recalled prior to the termination of his seniority pursuant to Section 21 of the Agreement. Sick leave benefits will not be granted during layoff.

(j) Upon retirement qualifying under the Michigan Employees Retirement System or death, an employee shall be entitled to receive payment for one-half ($\frac{1}{2}$) of his unused accumulated leave credits, up to a maximum of sixty (60) days, at the employee's base hourly rate at date of retirement, exclusive of all differentials, premiums and longevity adjustments, provided that in no event shall such payment be in excess of \$4,000.00.

(k) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify the Supervisor on duty at least one (1) hour prior to the starting time of his particular shift on the first (1st) day of his absence, and each day thereafter, if not hospitalized or has a doctor's certificate or sick leave pay will not be allowed.

(l) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefor to the extent of vacation leave accrued to which employee is entitled as of such date.

(m) An examination certificate from the Authority employed physician or other reputable physician may be required as evidence of illness before sick leave pay for the illness period is allowed.

The Authority reserves the right to request such examination of employee, in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with physician's report.

(n) When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed his seniority retention period as set forth in Section 21. If at the end of that time the employee is still unable to return to work, his employment shall be terminated. An employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement to that effect subject to Authority physical examination and approval, and provided further, that a position is available in accordance with his seniority. In the event of a difference in opinion between the examining doctors, a third (3rd) physician may be appointed by the two (2) doctors to examine the employee; his decision shall be final.

(o) Protecting the Sick Leave Plan. The Union agrees to share the responsibility in protecting the Sick Leave Plan from abuses by an employee, recognizing that the Plan is intended to provide pay coverage under situations of actual need outlined in the foregoing paragraphs. Under no circumstances shall sick leave be made available during periods when the Authority is shut down due to strikes or acts of God.

(p) Any employee who, on each July 1st occurring during the term of this Agreement, has accumulated unused sick leave credits of at least four hundred eighty (480) hours (sixty (60) days), shall be entitled to receive payment for all unused sick leave credits earned during the fiscal year beginning on each July 1st in excess of six (6) days. The payments provided in this Section shall be made between July 15th and July 30th following the end of such fiscal year and shall be at the base hourly rate, exclusive of all differentials, premiums, and longevity adjustments, in effect as of the last day of such fiscal year.

Any employee who on each July 1st occurring during the term of this Agreement has accumulated unused sick leave credits of at least nine hundred sixty (960) hours (one hundred twenty (120) days), shall be entitled to receive payment for all unused sick leave credits earned during the immediately preceding fiscal year (July 1st through June 30th) in excess of nine hundred sixty (960) hours (one hundred twenty (120) days).

ARTICLE XX

DUTY DISABILITY LEAVE

Section 49.

(a) A “duty disability leave” shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the Authority covered by Michigan Worker’s Compensation Act.

(b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, whenever possible, however minor, to his immediate Supervisor, and take such first-aid treatment as may be recommended, or waive such first-aid, in writing.

(c) Employees on duty disability leave shall not accrue sick leave.

(d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the Authority shall receive duty disability pay as follows:

1. First seven (7) calendar days - Authority will pay the employee his regular pay (exclusive of shift differential or work premium) for the working days falling within the first (1st) week of disability. Employee's sick leave will not be charged for this time; time shall be charged to "duty disability leave" which is limited to the working days in the first (1st) seven (7) calendar days only.
2. After seven (7) calendar days, payment shall be governed by the regulations of Worker's Compensation Act; in such cases the following shall apply:
 - (i) If employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the Worker's Compensation check and his normal bi-weekly payroll check (exclusive of shift differential and other work premium) to the extent of his accrued sick leave only.
3. After seven (7) days continuous absence, Worker's Compensation will reimburse the employee at the standard Worker's Compensation rate from the first (1st) day of injury (previously paid by the Authority). The employee shall immediately provide the Authority with a copy of his Worker's Compensation check. The Authority will reduce the employee's next payroll check for this payment. For additional Worker's Compensation payments received after eight (8) days or more of injury, the Authority will reduce the employee's following payroll checks and reimburse the employee's sick leave.

(e) Any seasonal, temporary or part-time employee who sustains an illness or injury arising out of, and in the course of his employment shall receive only such benefits as he may be entitled to under the provisions of the Worker's Compensation Act. Benefits provided for in this Section apply only to seniority employees.

ARTICLE XXI

MILITARY LEAVE

Section 50. Employees belonging to the National Guard, Service Reserves or other such units, are permitted to take leaves of absence without pay during the annual training period; this leave not to exceed two (2) weeks per fiscal year, unless required by proper governmental authority.

Vacation privileges are not affected by such leaves; however, an individual who receives military training leave will automatically be considered last when the schedule for vacation leave is determined.

ARTICLE XXII

LEAVE WITHOUT PAY

Section 51.

(a) Seniority employees may be granted leaves of absence without pay up to thirty (30) days, for justifiable reasons.

All requests for leaves shall be in writing. Extensions may be granted, in writing, where proper justification is shown. Seniority shall accumulate during approved leaves. The Authority shall respond in writing to all requests for leave and in the event such request is denied, the Authority shall state the reason for such denial.

(b) A leave of absence may be requested for any legitimate purpose, and should be requested well in advance.

(c) Employees granted a leave of absence for a period over two (2) weeks shall not accrue vacation or sick leave or receive any compensation for holidays during the leave.

(d) Employee shall be reinstated in his former position upon expiration of leave. Should employee fail to report within three (3) days after a leave of absence, such failure may be cause for dismissal.

ARTICLE XXIII

JURY DUTY

Section 52. When any seniority employee is required to serve on a jury or as a subpoenaed witness, he will be excused from his regular duties on the days he is required to and does appear in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary. The Authority will pay such employee for time actually lost from his scheduled work hours (exclusive of shift differential and other work premium) less his jury or witness fees received for such days.

ARTICLE XXIV

SUSPENSION OF LEAVES

Section 53. The leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the Authority.

ARTICLE XXV

IN-SERVICE TRAINING

Section 54.

(a) The Authority may authorize in-service training programs with pay, for employees to take schooling in the interests of the Authority. In such cases, employees shall be required to return to the Authority employ for one (1) year after completing said schooling.

(b) An employee may be authorized to attend outside training courses. In such cases, the Authority shall reimburse the employee for tuition and necessary supplies upon satisfactory completion of the course or training specified. The employee shall be expected to arrange to attend such courses on his own time without additional compensation from the Authority.

(c) If an employee elects to take the T-1, D-1 and S-1, 2 or 3 Department of National Resources administered tests, he shall be paid for all time lost from work due to taking such tests. If more employees request to be off for such tests than the Authority determines it may allow off due to maintenance of operations, preference shall be given to the employees with the most seniority.

(d) If the Authority directs an employee to attend classes on his day off, the employee shall be given compensatory time for hours spent in class.

ARTICLE XXIV

SHIFT DIFFERENTIAL PAY

Section 55.

(a) In addition to the straight-time classification rate, a shift differential for work performed will be paid. The starting time of the shift shall govern the differential as follows:

1. A shift differential of 15¢ per hour will be paid for all work performed by employees required to start after 11:59 a.m. and prior to 6:59 p.m., or
2. A shift differential of 20¢ per hour will be paid for all work performed by employees required to start after 6:59 p.m. and prior to 5:00 a.m.

(b) No shift, or other premium or pay differential will be paid upon hours allowed for paid absences, vacations, sick leave or standby service periods. No overtime premium or other premium shall be paid on the shift differential.

ARTICLE XXVII

LUNCH HOUR

Section 56. All employees on continuous twenty-four (24) hour operations shall receive a fifteen (15) minute paid lunch period, except on those days where no other employee is available to be assigned as relief, in which case the employee shall time his lunch to coincide with periods where actual work performance is not required.

All employees not on continuous twenty-four (24) hour operations shall receive a one-half (½) hour unpaid lunch.

ARTICLE XXVIII

BULLETIN BOARD

Section 57. The Authority agrees to furnish a bulletin board for the use of the Union. The Union agrees to maintain it in good repair. The bulletin board is to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the local Union. Any other notices the Union desires to post must be approved by the Authority prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

ARTICLE XXIX

SAFETY AND SANITARY CONDITIONS

Section 58.

- (a) The Authority agrees to maintain sanitary, safe and healthful working conditions.
- (b) The Authority will maintain adequate and suitable first-aid facilities.

(c) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them hereunder and will comply with the safety, sanitary or fire regulations issued by the Authority.

(d) There shall be a Safety Committee consisting of two (2) Union employees, selected by the Union, and two (2) Management employees. They shall hold monthly meetings, investigate unsafe conditions, and keep a record of such meetings.

(e) Each year the Authority shall furnish three (3) sets of uniforms for all employees and one (1) pair of coveralls for all employees except senior operators. Employees shall be responsible for maintaining and cleaning their own uniforms.

ARTICLE XXX

LONGEVITY PAY

Section 59. All employees covered by this Agreement shall receive longevity adjustments for service to the Authority as follows:

(a) Employees with five (5) years of service shall be paid a longevity adjustment of two (2) percent paid on their base hourly rate.

(b) Employees with ten (10) years of service shall be paid a longevity adjustment of four (4) percent paid on their base hourly rate.

(c) Employees with fifteen (15) years of service shall be paid a longevity adjustment of six (6) percent paid on their base hourly rate.

(d) Employees with twenty (20) years of service shall be paid a longevity adjustment of eight (8) percent paid on their base hourly rate.

(e) Longevity adjustments shall start at the beginning of the first (1st) pay period after the employee achieves his fifth (5th), tenth (10th), and fifteenth (15th) anniversary dates.

(f) Longevity adjustments shall be factored to the nearest full cent.

(g) The longevity adjustment shall be paid on the employees' base hourly rate only, and shall not be paid on shift differential, holiday work premium, Sunday work premium or any overtime premium, and in no event shall longevity be paid on any hours exceeding forty (40) hours per week.

(h) Effective in calendar year 1994, the longevity adjustment shall be paid in the first (1st) pay period of December of each year. If an employee terminates prior to the December date for payment, he shall be paid a pro-rated portion of such pay based on 1/12 (one-twelfth) of the longevity allowance for each month in which the employee works at least a majority of the work days in such month.

ARTICLE XXXI

GROUP LIFE INSURANCE

Section 60.

(a) The paid-up life insurance purchased by employees through payroll deductions shall be frozen and the employees shall receive such paid up amount consistent with the terms of the policy in effect on July 1, 1993. After such paid up policy is frozen, all covered employees shall contribute \$3.90 per month (\$4.00 per month effective July 1, 1995), toward the premium for life insurance in the following amounts:

- \$18,000.00 - As soon as coverage can be arranged;
- \$19,000.00 - Effective July 1, 1994; and
- \$20,000.00 - Effective July 1, 1995

ARTICLE XXXII

HOSPITALIZATION AND DENTAL INSURANCE

Section 61.

(a) The Authority shall contract for a hospitalization group insurance plan with SelectCare and provide eligible employees with the SelectCare Premier Plan, including the Value Rx prescription drug plan (\$5.00 generic/\$8.00 brand name co-pay).

(b) Regular and probationary employees shall become eligible to participate in the hospitalization insurance program after thirty (30) days' employment with the Authority.

(c) The Authority shall pay for the full cost of the insurance for the employee, spouse, and eligible dependents, under age 19, who are dependent upon the employee for support and not employed on a full-time basis.

(d) During the term of this Agreement, effective for employees who retire on or after July 1, 1990 under the Michigan Employees' Retirement System and who, at the time of retirement, are employed by the Authority and are at least 60 years of age and less than age 65, and have at least twenty-five (25) years of seniority, the Authority shall pay seventy-five percent (75%) of the premium for providing the above described SelectCare Premier Hospitalization Insurance for the employee and his spouse effective with the month following such employee's retirement, and will increase its payment for such premium to one hundred (100) percent, effective with the month following such employee's 62nd birthday.

Effective the month following the 65th birthday of such a retiree who was at least age 60 with at least twenty-five (25) years of service when he retired, such insurance coverage shall be converted,

respectively for such employee and his spouse when she attains age 65, to SelectCare Medicare Supplement, and the Authority shall pay one hundred (100) percent of the premium for such supplement.

(e) During the term of this Agreement, effective for employees who retire on or after July 1, 1990 under the Michigan Employee's Retirement System and who at the time of retirement are employed by the Authority and are at least 60 years of age and less than age 65, and have at least ten (10) years of service, the Authority shall pay fifty percent (50%) of the premium for providing the above SelectCare Premier Hospitalization Insurance for the employee and his spouse. The employee and/or his spouse shall pay the remaining fifty percent (50%) of the premium for such insurance. Effective the month following the 65th birthday of such an employee who was at least age 60 and had at least ten (10) years of service at the time of retirement, such insurance coverage shall be converted, respectively for such employee and his spouse, to SelectCare Medicare Supplement, and the Authority shall pay fifty (50) percent of the premium for such coverage and the employee and/or his spouse shall pay the remaining fifty (50) percent of such premium.

(f) The provisions of sub-sections (d) and (e) of this Section are subject to the following conditions:

1. The above provision is applicable only to the employee and the person who was his spouse at the time of retirement.
2. The insurance coverage for the employee's spouse set forth in the above provision terminates on the death of the employee's spouse, his remarriage after the death of the retiree, or the divorce of the retiree and his spouse, whichever shall first occur.

(g) If permitted by the SelectCare Premier Hospitalization Insurance, a retiree or his spouse will be allowed to pay for and obtain the Value Rx prescription drug plan (\$5.00 generic/\$8.00 brand name co-pay) to the group insurance plan provided in sub-sections (d) and (e) of this Section.

Section 62. During the term of this Agreement, the Authority will continue to pay the premium to provide the Co-op Optical Plan which was in effect under the parties' 1978-1981 Agreement.

Section 63.

(a) During the time of this Agreement, the Authority shall continue its self-insured dental plan; effective July 1, 1993 the Authority shall credit an employee who has one (1) year or more of seniority as of July 1, 1992, with \$400.00 (effective July 1, 1994, \$450.00; effective July 1, 1995, \$500.00) which can be drawn on by the employee to reimburse him for legitimate dental costs for himself and dependents up to the age of 19 who are dependants for health insurance purposes under this contract. There shall be no duplication of other payments from this fund. An employee may accumulate up to \$2000.00 to his credit. Except as provided in this Section, all paid receipts must be submitted to the Authority within sixty (60) days of service. Upon termination of employment for any reason, the employee shall forfeit the balance in his dental account, except that if an employee retires under the MERS retirement system, he shall, after retirement, be eligible to receive reimbursement from his dental fund until his bank is exhausted.

(b) Effective July 1, 1984, an employee may use an amount accumulated in his self-insured dental account to pay the difference between the amount paid under the Co-op Optical Plan provided in Section 62 above and the actual cost for providing optical services or glasses.

ARTICLE XXXIII

RETIREMENT

Section 64.

(a) During the term of this Agreement, the Authority will continue its participation in the Michigan Municipal Employees' Retirement System pension program, B-2 option. Only employees who retire on or after July 1, 1990 shall be covered by the B-2 option. Employees who retired before July 1, 1990 shall be covered by the option in effect at the time of their retirement.

(b) Effective July 1, 1989, the Authority changed its participation in the Michigan Municipal Employees' Retirement System pension program to the FAC-3 option (three (3) year final average compensation formula) from the five (5) year final average compensation formula in effect prior to July 1, 1989. Only employees who retire after July 1, 1989 shall be covered by the FAC-3 option. Employees who retired before July 1, 1989 shall be covered by the option in effect at the time of their retirement.

(c) Effective July 5, 1981, under the non-contributory retirement Plan IV, the Authority will pay three (3) percent of the first (1st) \$4,200.00 of the employee's annual compensation plus five (5) percent of the portion of his annual compensation in excess of \$4,200.00 to the Michigan Municipal Employee's Retirement System.

All contributions made by the Authority after July 5, 1981 to the Michigan Municipal Employee's Retirement System shall be deposited in the Authority's Accumulated Fund.

ARTICLE XXXIV

PAY PLAN

Section 65.

(a) The pay plans for Authority employees consist of a minimum and maximum for each classification, and are set forth in Exhibit A attached to this Agreement.

(b) Advancement to the maximum of a classification is based on service and merit. Increases are not automatic, but are granted only on the recommendation of the employee's immediate Supervisor with the approval of the Manager. In the event of dispute that an employee has not been properly considered, he may file a grievance stating the reasons why he feels aggrieved, which shall be processed through the grievance procedure.

(c) Method of Payment. All employees will be paid by check, every two (2) weeks (bi-weekly).

Checks will be distributed by the Finance Director or the immediate Supervisor, not later than every other Thursday. Each employee will be paid for the time worked through the preceding Saturday.

(d) Payroll Deductions. Certain payroll deductions are compulsory on all checks (i.e., income tax and social security and insurance). No other deductions are mandatory.

(e) Pay Advances. Checks may be issued in advance only with the approval of the immediate Supervisor and Manager. Payroll advances preceding vacation leave may be approved by the immediate Supervisor.

(f) The Authority will deduct from the pay of each employee covered by this Agreement all current union membership dues, provided that at the time of such deduction, there is in the

possession of the Authority a subsisting written assignment and authorization executed by the employee in the following form:

ASSIGNMENT AND AUTHORIZATION FOR
DEDUCTION OF MEMBERSHIP DUES

Dated: _____

TO: Southeastern Oakland County Water Authority:

I hereby assign to Local Union 413 Utility Workers Union of America AFL-CIO, from any wages earned or to be earned by me, an amount equal to my membership dues in said Union, as the same may become due to it from me and be certified by said Union to the Southeastern Oakland County Water Authority during the effective period of this assignment and authorization, and I authorize and direct the Southeastern Oakland County Water Authority to deduct such amount from my pay as arranged between the Authority and the Union and to remit the same to said Local Union (to present address at this writing, 2757 Grand River Avenue, Detroit, Michigan 48201) in accordance with the provisions of any current agreement between said Authority and the Union.

I understand that this authorization may be removed by me by sending a notice in writing to the Finance Director of the Southeastern Oakland County Water Authority, registered mail, return receipt requested. I further understand that this authorization is automatically cancelled if my employment is terminated for any reason.

Witness

Signature

The Authority will deduct current membership dues, except initiation fees and assessments which are not a uniform requirement of all employees. The deduction shall be made from the pay of the employees for the first (1st) pay period ending in the calendar month. If the employee has no pay coming for such pay period, such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

(g) The Authority will deduct from the pay of employees in any month, only the Union membership dues becoming due and payable in such month.

(h) All sums deducted shall be remitted to the Financial Secretary of the local Union not later than the twenty-eight (28th) day of the calendar month in which deductions are made. The same to be by them allocated and distributed in accordance with the constitution, law and regulations of the Union.

ARTICLE XXXV

WAGE SCHEDULE

Section 66. The rates set forth in Exhibit B shall become effective on the dates set forth therein.

ARTICLE XXXVI

COST OF LIVING

Section 67. The employees under the parties' 1981-1984 Agreement received a total Cost of Living Allowance of 15¢ per hour which was computed as set forth below; the 15¢ cost of living has been folded into the rates of pay on Wage Exhibit "A"; during the term of the parties' 1993-1996 Agreement, there shall be no Cost of Living Allowance.

(a) The Cost of Living allowance in effect during the parties 1981-1984 Agreement was added to each employee's straight-time hourly earnings and was adjusted up or down as provided below in line with the Cost of Living Allowance determined in accordance with the changes in the Official Revised Consumers Price Index for Urban Wage Earners and Clerical Workers (including single workers) ("W" Index) published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100), and hereinafter referred to as the BLS Consumer Price Index.

(b) Effective with the first (1st) pay period beginning on or after November 1, 1982, and thereafter during the period of the parties' 1981-1984 Agreement, adjustments in the Cost of Living

Allowance were made at the following times on the basis that the July, 1982 Index is the base Index, provided that in no event was the Cost of Living Allowance payable as a result of these adjustments to exceed 25¢ .

<u>Date of Adjustment</u> <u>(first full pay roll period)</u>	<u>July, 1982 Base Index</u>
November, 1982	September, 1982 Index
February, 1983	December, 1982 Index
May, 1983	March, 1983 Index

Any portion of the 25¢ cap not used in these three (3) adjustments was carried forward to the Cost of Living for the third (3rd) year.

(c) Effective with the first (1st) pay period beginning on or after November 1, 1983, and thereafter during the period of the parties' 1981-1984 Agreement, adjustments in the Cost of Living Allowance were made at the following times on the basis that the July, 1983 Index was the base Index, provided that in no event was the Cost of Living Allowance payable as a result of these adjustments to exceed 25¢.

<u>Date of Adjustment</u> <u>(first full pay roll period)</u>	<u>July, 1983 Base Index</u>
November, 1983	September, 1983 Index
February, 1984	December, 1983 Index
May, 1984	March, 1984 Index

(d) The Authority and Union agreed that on June 30, 1981, the Authority was paying a cost of living of \$1.17; that amount was included in the wages set forth in Exhibit Schedule "A" Wage Schedule of the parties' 1981-1984 Agreement.

(e) The amount of the Cost of Living Allowance was a 1¢ adjustment for each 0.4 adjustment in the BLS Consumer Price Index.

(f) The amount of any Cost of Living Allowance in effect at the time was included in computing overtime premium, vacation payments, holiday payments and call-in pay, but not longevity pay.

(g) In the event the Bureau of Labor Statistics did not issue the Consumer Price Index on or before the beginning of any pay period referred to above, the parties in their 1981-1984 Agreement agreed that any adjustments required were to be made at the beginning of the first (1st) pay period after receipt of the Index.

(h) Under the parties' 1981-1984 Agreement, no adjustments, retroactive or otherwise, were made due to any revision which may have later been made in the published figures of the BLS Consumer Price Index for any base month.

(i) The parties in their 1981-1984 Agreement agreed that the continuance of the Cost of Living Allowance was dependent upon the availability of the monthly BLS Consumer Price Index in its form at the time of their Agreement and calculated on the same basis as the Index for July, 1981, unless otherwise agreed to by the parties. The parties also agreed in their 1981-1984 Agreement that if the Bureau of Labor Statistics changed the form or the basis for calculating the BLS Consumer Price Index, the parties were to request the Bureau to make available for the life of their 1981-1984 Agreement, a monthly Consumer Price Index in the form at the time of their Agreement and calculated on the same basis as the Index for July, 1981.

ARTICLE XXXVII

UNEMPLOYMENT COMPENSATION

Section 68. The Authority shall become a reimbursing Employer under the provisions of Section 13i(1) of the Michigan Employment Security Act (M.C.L. 421.13i(1)).

ARTICLE XXXVIII

DEFERRED COMPENSATION PLAN

Section 69. Employees may elect to participate in the ICMA deferred compensation plan on the basis of the rules and regulations established by the Authority and by the ICMA.

ARTICLE XXXIX

TERMS

Section 70. This Agreement shall become effective upon execution, and shall continue in full force and effect until midnight, June 30, 1999, and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice, by certified mail with return receipt before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 12th day of June, 1996.

FOR THE UNION:

FOR THE AUTHORITY:

UTILITY WORKERS UNION OF
AMERICA, AFL-CIO, LOCAL NO. 413

SOUTHEASTERN OAKLAND COUNTY
WATER AUTHORITY

Roman J. Spytala 6/2/96
International Rep. Date

[Signature] 6/12/96
Chairman Date

Bruce [Signature] 6/20/96
Employee Committeeman Date

L. [Signature] 6-12-96
Secretary Date

Laurence R. Westmore 6/20/96
Employee Committeeman Date

James L. White 6-24-96
Employee Committeeman Date

EXHIBIT A
LETTER AGREEMENT

During the negotiation of their 1996-1999 labor agreement, SOCWA and Utility Workers Union, Local 413 agreed to eliminate the position of Foreman-Elec. and Mech. classification from their labor agreement and add the position of Foreman-Operations. The Union agrees that the addition of this classification does not obligate the Authority to fill such classification or any other classification listed in Exhibit B - Wage Schedule.

FOR THE UNION:

UTILITY WORKERS UNION OF
AMERICA, AFL-CIO, LOCAL NO. 413

Thomas J. [Signature] 6/27/96
International Rep. Date

[Signature] 6/29/96
Employee Committeeman Date

[Signature] 6/20/96
Employee Committeeman Date

[Signature] 6-24-96
Employee Committeeman Date

FOR THE AUTHORITY:

SOUTHEASTERN OAKLAND COUNTY
WATER AUTHORITY

[Signature] 6/12/96
Chairman Date

[Signature] 6-12-96
Secretary Date

**EXHIBIT B
WAGE SCHEDULE**

Effective July 1, 1996

CLASSIFICATION	Start	6 mos.	12 mos.	18 mos.	24 mos.	30 mos.	7-1-96 36 mos.	7-1-97 36 mos.	7-1-98 36 mos.
Foreman-Operations							17.50	18.03	18.57
Foreman-Constr. & Maintenance	10.31	10.69	11.52	12.70	13.09	13.49	15.65	16.12	16.60
Maintenance	10.03	10.39	11.20	12.35	12.72	13.09	15.17	15.63	16.10
Senior Operator	9.97	10.33	11.14	12.29	12.66	13.03	15.09	15.54	16.00
Paul Finley (exception) as S.O.				12.66	13.04	13.42	15.09	15.54	16.00
Relief Operator	9.97	10.33	11.14	12.29	12.66	13.03	15.09	15.54	16.00
Technician	9.97	10.33	11.14	12.29	12.66	13.03	15.09	15.54	16.00
Mechanic	9.82	10.18	11.01	12.13	12.50	12.88	15.04	15.49	15.95
Maintenance Operator	9.76	10.12	10.83	12.08	12.45	12.82	14.87	15.32	15.78
Light Equipment Operator	9.76	10.12	10.83	12.08	12.45	12.82	14.87	15.32	15.78
Utility	9.55	9.91	10.17	11.86	12.23	12.60	14.41	15.05	15.50
Laborer	9.17	9.53	9.79	11.46	11.83	12.21	14.16	14.58	15.02

EXHIBIT C
WAGE PROVISIONS

A. Effective July 1, 1990, employees with the following certificates issued by Michigan Department of Public Health shall be paid the following additional per hour rate:

D-1 Certification 30¢
Laboratory Certification 25¢

B. Each employee in pumping operations must obtain a D-1 license within the period in which three (3) examinations are offered and the results published, after the employee completes the required period of time on the job in order to take the examination. An employee who takes the D-1 examination on a day on which he otherwise would not have been scheduled to work shall receive eight (8) hours effective straight time rate for that day.

C. The above rates shall be applied retroactively only to employees on the Authority's payroll as of July 1, 1993.

