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RUSSELL E. PRICE, P.C.

AGREEMENT BETWEEN
CITY OF FREMONT
AND
UTILITY WORKERS UNION OF AMERICA
AFL-CIO,
LOCAL NO. 512

Fremont, City of

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PART ONE

THIS AGREEMENT, made and entered into this _____ day of December, A.D., 1999, by and between the City of Fremont, located at Fremont, Michigan, party of the first part, and hereinafter termed the Employer, and the Utility Workers Union of America, AFL-CIO, and its Local No. 512, party of the second part, hereinafter called the Union.

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties; WITNESSETH:

ARTICLE 1

RECOGNITION, AGENCY SHOP AND DUES

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the wage schedule in Part Two.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(b) In accordance with the policy set forth under paragraph (1) and (2) of this section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(c) If any provision of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 3. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of Local 512 and pay such amount deducted to said Local No. 512 for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union.

Section 4. A new employee shall work under the provisions of this Agreement but shall be employed only on a forty-five (45) calendar day trial basis, during which period he may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discrimination against Union members. After forty-five (45) calendar days, the employee shall be placed on the regular seniority list. In case of discipline within the forty-five (45) calendar day period, the Employer shall notify the Local Union in writing.

Section 5. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, unless the performance of such work by non-bargaining unit employees would not displace members of the bargaining unit from their regular work.

ARTICLE 2

MANAGEMENT

The Employer shall remain vested with all management functions, but not limited to, including the direction of the

staff, the full and exclusive right to hire, promote, demote, discharge, discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE 3

WAGES

Attached hereto and marked Part Two, Article 1, is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Article further sets forth the hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Article 1 of Part Two and the contents hereof shall constitute a part of this Agreement.

ARTICLE 4

SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employees, so long as any employee in the bargaining unit is on layoff due to lack of work.

ARTICLE 5

EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a

proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 6

SENIORITY

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee could be considered as an important factor. It is understood that the employee must be able to perform the necessary work which is available in order not to be laid off from work. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority shall be broken only by discharge or voluntary quit; or layoff for a period of more than two (2) years.

Section 4. In the event of a layoff, an employee so laid off shall be given two weeks notice of recall to work, mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority right under this Agreement.

Section 5. The Union Representative shall be granted super-seniority for purposes of layoff and rehire. For the purpose of this Section, elected or appointed Union representatives shall be ranked at the top of the seniority list in the following order: Local Union President, Local Union Vice-President, Local Union Secretary, Local Union Treasurer, and Union Steward.

Section 6. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to any supervisory position, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position. The Employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions

in supervisory positions will be made during the temporary layoffs.

Section 7. Types of Employment.

(a) Temporary - Employment is temporary if an employee's services are needed for a specified period of time, which is not to last in excess of one hundred eighty (180) calendar days.

(b) Part Time - Employment is part time if an employee's service is on a scheduled part time basis.

(c) Permanent - Employment is permanent if an employee's services are to be continuous on a full time basis.

(d) Supervisor - Means any individual having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, and discipline other employees, and responsible to direct them and to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Bargaining unit employees shall not be required to perform supervisory duties as defined herein.

ARTICLE 7

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the National Union's Regional Office and Local Union Representative, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision

has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 8 hereof.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lock-out or legal proceedings.

Section 2.

Step 1. By conference between the aggrieved employee, a Union Official, or both, and the foreman and/or Department Head. If the matter is not satisfactorily adjusted, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) working days of the alleged grievance or as soon as possible. Management shall place their answer in writing within five (5) working days of receipt of the grievance or as soon as possible.

Step 2. If the matter is not resolved satisfactorily at Step 1, the grievance shall be taken up with a Union Official and the Employer and/or its representative within ten (10) days of the answer to Step 1. The Employer shall render a decision within ten (10) days following such a meeting.

Step 3. If no agreement is reached at Step 2, the Union may refer the matter to representatives of the National Union, who shall attempt to settle the matter with the employer. The National Representative and the Local Representative shall meet with the Employer, and/or his representative within ten (10) days of the Step 2 decision or as soon as possible. The Employer shall render a decision within ten (10) days of such meeting.

Step 4. In the event the last step fails to settle the grievance, it shall be referred to arbitration upon the request of either the City or the Union within thirty (30) calendar days of the disposition of Step 3. The City and the Union shall attempt to select an impartial third (3rd) party to act as arbitrator. The arbitrator shall be selected within ten (10) days after the request for arbitration is made. If the representatives of the City and the Union cannot agree on the selection of a third (3rd) party, the matter of selection shall be turned over to the Employment Relations Commission of the State of Michigan in accordance with its procedures.

In rendering a decision, the arbitrator shall have no power to add to, subtract from, or modify this Agreement, or to declare any provision of this Agreement illegal.

The cost of arbitration shall be shared equally by both parties.

Section 3. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than twenty (20) calendar days after such has happened.

ARTICLE 9

ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

Permission for extension must be secured from both the Local Union and Employer. During the period of absence the employee shall not engage in gainful employment in the same industry in classifications covered by this Contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 10

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965 and the Union shall not be liable for such act.

Section 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance

procedure set forth in Article 8 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 11

PICKET LINE

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business. Provided that this section shall not apply to firemen called to extinguish a fire, or to other City employees called for emergency service to the premises of a customer of one of the City-operated utilities.

Section 2. Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 12

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 13

GENERAL

Section 1. The Employer agrees that it will allow the proper accredited representative of the Union access to the Public Service Garage at any time for the purpose of policing the terms and conditions of this Agreement.

Section 2. The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer other than personal records pertaining to a specific grievance.

ARTICLE 14

HOSPITALIZATION AND LIFE INSURANCE

Attached hereto and found in Part Two, Article 10, is a schedule providing for hospitalization and life insurance.

ARTICLE 15

PAY PERIOD

All employees covered by this Agreement shall be paid in full every two weeks on Thursday. Not more than seven (7) days shall be held from a regular employee.

ARTICLE 16

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE 17

SAFETY

The City and the Union will cooperate so as to insure that reasonable rules are made for safety and health of employees during the hours of their employment.

In recognition of the Occupational Safety and Health Act and safe working conditions in general, the City agrees to hold safety meetings on company time, for not less than thirty (30) minutes, once per month, providing there is an agenda furnished or "specific topics of discussion requested" and provided in advance of the meeting.

The purpose and intent of this meeting, and section of the Agreement is to promote Safety and Training Techniques for the employees and supervisors.

ARTICLE 18

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee should immediately, but in any event before starting his next shift, make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision may subject such employee to disciplinary action by the Employer.

Section 3. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where any employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

Section 4. Where new types of equipment for which rates of pay are not established by this Agreement are put into use, within operations covered by this Contract, rates governing such operations shall be subject to negotiations and the grievance procedure, including arbitration if necessary. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 5. The employer shall install heaters, defrosters, and windshield washer on all trucks and keep same in operating condition.

Section 6. The City shall provide the employees with tools and equipment necessary to perform their work.

ARTICLE 19

WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing.

ARTICLE 20

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar Act in time of National Emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided, he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

ARTICLE 21

SEPARABILITY AND SAVINGS CLAUSE

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

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 22

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 1999 to and including June 30, 2002, and shall continue in full force and effect from year to year thereafter, and it is the intent that there should be notice of desire to cancel or terminate the Agreement served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 1996, or June 30th of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

Section 4. In the event an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give such notice at any time prior to the termination of automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Section 5. By mutual consent, evidenced by written agreement duly executed by the parties, this agreement may be modified or changed by adding new provisions or deleting existing provisions.

PART TWO

ARTICLE 1

Section 1. Wages.

MINIMUM WAGE RATES
Maintenance Worker & Sewage Plant Operator "D"

<u>MONTHS OF EMPLOYMENT</u>	<u>EFFECTIVE 7/1/99</u>	<u>EFFECTIVE 7/1/00</u>	<u>EFFECTIVE 7/1/01</u>
Start:	\$13.93	\$14.35	\$14.78
3 Months:	14.02	14.44	14.87
12 Months:	14.05	14.47	14.90
24 Months:	14.14	14.56	15.00
36 Months:	14.26	14.69	15.13

Section 2. Longevity Pay Allowance

In addition to the normal rate of pay, employees who have given faithful service to the City of Fremont shall be compensated in the following manner with longevity pay:

Upon completion of five (5) years of continuous service to the City of Fremont, the employee shall be paid an additional two percent (2%) of his base rate of pay annually.

ARTICLE 2

Section 1. Hours

(a) Normally the regular work week shall commence at 7:30 a.m. and end at 4:00 p.m. daily, Monday through Friday. There shall be one 15-minute break in the morning, and a lunch break from 11:45 a.m. to 12:30 p.m. There will be no afternoon break.

(b) All employees covered by the Agreement shall be guaranteed forty (40) hours work of pay, Monday through Friday. The standard work week shall be eight (8) hours per day, Monday through Friday.

(c) In the event that an employee does not work of his own volition or due to suspension or leave of absence during one of his regularly scheduled days, his weekly guarantee shall be

reduced on the basis of the number of hours that would be normally worked that day.

Section 2. Call-In Pay

(a) Any employee who reports for regular work schedule and performs any work any day Monday through Friday shall be guaranteed eight (8) hours pay, Monday through Friday, at the rate specified in this Agreement.

(b) Any employee called in to work on a holiday, Saturday or Sunday, shall be guaranteed three (3) hours at the rate of time and one-half (1-1/2). Any work actually performed on a holiday or a Sunday shall be paid at the rate of double time.

(c) Any employee called back after his regular work schedule shall be guaranteed three (3) hours pay at the rate specified in this Agreement.

(d) When an employee is required to report to work on any day before his regular starting time, he will be paid at one and one-half (1½) times his scheduled rate for all time worked on that day before his scheduled starting time.

Section 3. Daily and Weekly Overtime

(a) Eight (8) hours Monday through Friday shall constitute a day's work and forty (40) hours shall constitute a week's work; Time and one-half (1½) shall be paid for all overtime hours outside the regular work day.

(b) Overtime work shall be equalized and distributed among the qualified employees within their respective overtime work groups as far as is practicable. Overtime will be accumulated beginning with senior employees up to 100 hours. When all employees have attained 100 hours, subtract 100 hours from all employees and begin accumulating again.

A record of "overtime worked and overtime refused" shall be available at the D.P.W. Superintendent's office and posted every week on the bulletin board. Employees scheduled for planned overtime on the week-end shall be notified by Thursday of that week.

The first overtime assignments made in January of each year will be given to the senior employees within the overtime work groups. After every two (2) calendar weeks, the employees highest on the overtime list will be assigned their respective places on the overtime list with the highest total overtime hours being last.

For the purposes of accounting for and the distribution of overtime, overtime offered and refused shall be counted as

overtime worked and the hours of such refusal shall be added to the record.

(c) Should an emergency situation arise when overtime is required and the employees refuse, the lowest senior employee within the applicable overtime work group will be assigned the overtime involved.

Section 4. Saturday, Holiday and Sunday Overtime.

All work performed on Saturdays shall be paid at the rate of time and one-half (1½).

All work performed on Sundays and holidays shall be paid at the rate of double time (2).

ARTICLE 3

VACATIONS

Section 1. Eligibility.

(a) All employees, in the bargaining unit, shall become eligible for one (1) week's vacation, with pay, when they have attained one (1) year's seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

(b) All employees, in the bargaining unit, shall become eligible for two (2) weeks vacation, with pay, when they have attained two (2) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

(c) All employees, in the bargaining unit, shall become eligible for three (3) weeks vacation, with pay, when they have attained five (5) years seniority or more, provided, that they have been on the active payroll for at least nine (9) months during the preceding year.

(d) All employees, in the bargaining unit, shall become eligible for three weeks and 3 days vacation with pay after ten (10) years service.

(e) All employees, in the bargaining unit, shall become eligible for four (4) weeks vacation, with pay, after fifteen (15) years.

(f) All employees shall become eligible for five (5) weeks vacation, with pay, when they have attained twenty (20) years seniority or more, provided they have been on the active payroll for at least nine (9) months during the last preceding year.

(g) Employees must be in the employ of the Employer on the anniversary of their date of hire to be eligible for vacation benefits.

(h) Employees failing to work nine (9) months of a qualifying year for vacation purposes will be paid on a pro-rata basis, deducting one twelfth (1/12th) of the vacation which would have been due, for each month of work lost during the qualifying year.

Section 2. Amount of Vacation Pay.

(a) Each week of vacation shall be equal to the weekly guarantee.

(b) If a holiday should fall within the vacation period, the employee shall be given an extra day off and receive pay for eight (8) hours at straight time hourly rates.

(c) Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of Employer and Union.

Section 3. Time For Vacation, Leave of Absence.

(a) The Employer shall have the right to determine vacation leaves of absence so that such vacation leaves of absence shall not interfere with efficient operation of the Employer.

(b) Subject to section (a) above, vacation requests shall be granted according to seniority.

(c) Any employee who has earned his vacation and is separated from his employment before taking it, shall be paid the amount earned at the time of separation.

ARTICLE 4

HOLIDAYS

(a) Employees shall not be required to work and shall be paid eight (8) hours pay at the straight time hourly rate for the following eleven (11) holidays: The Day Before New Year's Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, The Day After Thanksgiving Day, The Day Before Christmas, Christmas Day, Good Friday, and employee's birthday shall be a floating holiday within each contract year to be taken at the discretion of the Department Head.

(b) Employees called to work on any of the above listed holidays shall be paid a minimum of three (3) hours of pay at the

rate specified in this Agreement in addition to the eight (8) hours pay referred to above. All hours actually worked shall be paid at double time on holidays.

(c) In order to qualify for eight (8) hours of straight time pay for a holiday not worked, it is provided that an employee must work both the regular scheduled work-day which immediately precedes and which immediately follows the holiday, except in cases of proven illness or unless the absence is mutually agreed to.

(d) Employees who are serving their forty-five (45) calendar day probationary period are not entitled to holiday pay for holidays falling within the probationary period.

(e) Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, non-occupational injury, or within the first six (6) months of absence due to occupational injury, or during a period of permissible absence.

(f) If a holiday falls within the 30-day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same 30-day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for such holiday, in the week in which he returns to work. Said extra day's pay for such holiday, shall be equivalent to eight (8) hours at the straight time hourly rate specified in the contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned 30-day period is not entitled to the extra pay upon his return. Under no circumstances shall extra pay referred to herein be construed to be holiday pay, nor shall it be construed to be as hours worked for weekly overtime.

(g) When a holiday falls on Sunday it shall be celebrated on the following Monday. When a holiday falls on a Saturday, it shall be celebrated the preceding Friday.

(h) In any week in which the paid holiday falls, the work week shall be thirty-two (32) hours and all hours worked in excess of thirty-two (32) in such week shall be paid at the rate specified in this Agreement.

(i) When Christmas Day and New Year's Day fall on Thursday, the holiday shall include the Day After Christmas Day and the Day After New Year's Day instead of the Day Before.

ARTICLE 5

SICK LEAVE

Employees shall receive one (1) day sick leave for each month worked and pro-rated for less than a full year. Employees must be employed for at least forty-five (45) calendar days before being eligible for any sick-leave benefits. After that, the employee may use sick days as accumulated for the first year and each month thereafter as earned. Charges against sick leave will be in whole day increments, except as noted below. Illness of more than two (2) days will require a doctor's certificate and if sufficient reason exists for the City to doubt the legitimacy of an illness, then a doctor's statement may be required for two (2) days illness or less. Where an employee is injured on the job and receives Workmen's Compensation, sick leave accumulation may be used to supplement compensation and insure a full pay period. The Employer will make up the difference between payments and a normal day's pay and charge one-half (1/2) day sick leave time against employee's accumulated sick leave.

Unused sick leave may be accumulated up to and including the following maximum number of days of accumulation: one hundred fifty (150) days.

Employees shall receive one-half ($\frac{1}{2}$) of unused sick leave accrued at death or retirement. On July 1 of each year an employee will be given an account of his sick leave bank.

ARTICLE 6

PAID-FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty.

Employees called to work shall be allowed sufficient time, without pay, to get to the job, and shall draw full pay from the time ordered to report and register in.

The Employer must put the employee's hours worked and hourly rate on the pay check stub.

ARTICLE 7

FUNERAL LEAVE

Employee will receive time required, not to exceed three (3) days, to attend funeral of mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, grandparents or any relative living in the employee's household. The employee will receive one day of leave for death of the spouse's grandparents and other in-laws. The employee will receive a regular day's pay for this time off.

Upon prior approval of the Department Head, acting in the best interest of the operation of the department, the Department Head may grant the employee up to four (4) hours for a local funeral of other relatives not listed above or close friends. In order for the employee to charge this time to funeral leave, the employee must report back to work after the funeral, provided that the funeral service ends prior to the normal quitting time of the employee, as established by this agreement. If the employee does not return to work following a funeral service which ends prior to the normal quitting time of the employee, then all hours missed for the funeral shall be charged against the employee's accrued sick leave.

ARTICLE 8

JURY DUTY

Seniority employees who are summoned for jury duty and serve in such capacity shall receive for each day of service the difference between the amount received for such service and eight times his regular hourly rate.

ARTICLE 9

GENERAL PROVISIONS

Section 1. Job Openings.

In the event of job openings covered by this Agreement, the Employer shall post said openings for one (1) week. Employees shall be permitted to bid for such job openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union Steward or Union Representative before filling job openings. Employees transferred through such procedure will be given a thirty (30) day trial period on the job to which they are transferred. If the employee remains on the job after the trial period, he shall not be allowed to bid again for a six (6) month period from the

date of the job change.

Section 2. Posting of Notices.

The Employer agrees to the posting within his business premises of notices of Union meetings and other legitimate notices by an elected or appointed official of the Local Union.

Section 3. Coffee Break.

A coffee break of fifteen (15) minutes in the morning shall be allowed.

Section 4. Union Activities.

Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

If a man's job classification calls for a Classification I license, he must obtain one and the Employer will pay the cost.

Section 5. Inspection Privileges.

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Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

If a man's job classification calls for a Classification I license, he must obtain one and the Employer will pay the cost.

Section 5. Inspection Privileges.

Authorized Agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

Section 6. Transfers in Job Classification.

(a) An employee when temporarily required to work in a higher classification will work in the higher classification for two (2) days without change in rate. If he works in the higher classification for three (3) successive days, he will be paid the rate of the higher classification for the full work week in which

the third day falls.

(b) Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period.

(c) Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

Section 7. Medical and Dental Appointments.

With the approval of the employee's supervisor and department head, he may be granted time off to fulfill medical or dental appointments that do not exceed two hours. The employee is responsible for making arrangements with his dentist or physician. Appointments should be scheduled at the beginning or near the end of the working day. If the appointment exceeds two (2) hours, a deduction will be made for the total amount of time away from work, or a half ($\frac{1}{2}$) day of sick leave time may be charged.

Section 8. Voting Time and Giving Blood.

Employees will be given time off to visit the polls on election day and to contribute to the blood bank. Only those employees will be given time off who are participating in these events and the time off will be actual time to fulfill the function.

Section 9. Lodging.

All employees out of town on Employer business shall be paid for all meals and lodging.

Section 10. Split Shifts.

There shall be no split shifts.

Section 11. Bulletin Board.

There shall be a bulletin board provided for the exclusive use of the Union for posting Notices of Union meetings, Union elections, Union social affairs and such other non-controversial issues.

Section 12. Steel-toe Boot Allowance.

The City covers the cost of up to \$60.00 per year for a boot allowance. Members who do not purchase boots in a given year who wish to accumulate boot money from that year shall be able to use it toward the purchase of boots the following year.

ARTICLE 10

INSURANCE

The City agrees to maintain in effect during the term of this Agreement the Medical, Dental, Life, Accident and Liability insurance benefits as detailed below. The City, or the City's contractual insurance carriers, shall provide the Union with a copy of insurance policy documents for any of the following plans, which cover employees of the City, upon written request of the Union Steward.

MEDICAL INSURANCE.

The City currently carries medical insurance through **Priority Health Options**. The Plan offers both a traditional HMO 100% hospital services component (the "preferred benefits" option) and an 80/20 point-of-service (POS) component (the "alternative benefits" option.)

The City shall pay full premiums for full-time employees and dependents of employees, if any, as permitted in the Priority Health Certificates of Coverage, or any rider subsequently issued by Priority Health. The City shall include, with the City paying the premiums for, a prescription drug rider with an employee co-payment requirement of \$10 per prescription as covered in the drug rider.

Upon retirement at the normal retirement age of sixty (60), the City shall pay fifty percent (50%) of the medical insurance premiums for the retiree and the retiree's spouse until the retiree reaches age sixty-five (65).

The City reserves the right to change the insurance carrier from Priority Health to another carrier provided the benefits, taken as a whole, are as good as or equal to the Priority Health plan.

Life Insurance.

The City shall provide term life insurance coverage for any full-time employee, with the City paying the premium costs of the policy. The amount of insurance shall be at least \$50,000 for the covered employee. The policy may include coverage amounts for the employee's spouse and dependent children. Children are covered until age 19, or age 23 if child is a full-time student. Insurance coverage terminates upon termination or retirement, subject to any applicable COBRA coverage requirements. Retirees are not covered by life insurance.

The life insurance policy shall contain provisions for the

payment of benefits based on accidental death and dismemberment (AD & D), with the principal sum for covered employees equal to the amount of life insurance (currently \$50,000.)

The City currently carries life and AD & D insurance through the **Ohio National Insurance Company**. The City reserves the right to change the life insurance carrier from Ohio National to another carrier provided the benefits, taken as a whole, are as good as or equal to the Ohio National plan.

Dental Plan Insurance.

The City shall provide dental plan coverage for any full-time employee, and their eligible dependents, with the City paying the premium costs of the policy. Dental coverage shall terminate upon termination or retirement, subject to any applicable COBRA coverage requirements. Retirees are not covered by dental insurance.

The City currently carries the Delta Premier dental insurance plan through **Delta Dental Plan of Michigan**. The City reserves the right to change the dental plan carrier from Delta Dental to another carrier provided the benefits, taken as a whole, are as good as or equal to the Delta Dental plan.

Liability Insurance.

The City shall provide personal liability/property damage (PL/PD) coverage to protect the employee against liability incurred through the performance of their job in the proper line of duty. The City shall pay for the costs of policies at coverage limits determined by the City in consultation with the City's general liability insurance carrier.

ARTICLE 11

RETIREMENT

All employees within this bargaining unit shall become part of the Michigan Municipal Employees Retirement System, Benefit B-3 Plan, including benefit program E-2 with all the premiums paid by the City of Fremont. If the City provides the MERS B-4 pension plan to any employee group, then the City must also provide it to the full-time employees of the Utility Workers bargaining unit.

ARTICLE 12

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

CITY OF FREMONT
Fremont, Michigan

LOCAL UNION NO. 512,
Affiliated with the
Utility Workers Union of
America, AFL-CIO

By: _____

By: _____
Local Union President

Local Union Vice-President

Local Union Secretary

Local Union Treasurer

National Representative

ADDENDUM "A" TO CONTRACT

SUBCONTRACTING

It is the intent of the parties to the contract that Article 4, entitled Subcontracting, will be used to maximize the services by members of the bargaining unit which they are available and able to perform.

It is further the intent of this clause of the bargaining agreement that it shall be used to maximize the efficient use of the members of the bargaining unit by the intelligent distribution and division of work between independent contractors and members of the bargaining unit.

ADDENDUM "B" TO CONTRACT

PERFORMANCE OF BARGAINING UNIT WORK

It is the intent of the parties that in the application of Article 1, Section 5, regarding performance of bargaining unit work, when there is an increase in the amount of work available, the City shall employ additional temporary employees. If such work becomes permanent, then the temporary employees can be increased to permanent employees.

It is further the intent of this Section that the one foreman of this unit shall not use his right to perform occasional bargaining unit work to take work away from or displace any member of the bargaining unit.

ADDENDUM "C" TO CONTRACT

JOB CLASSIFICATIONS

It is the intent of the parties to the bargaining agreement that when new job classifications are created in the bargaining unit or when jobs are changed as required by the installation of new and different machinery or equipment or change in operating procedure that the City shall train the senior employees first on such new and special equipment and/or job classifications according to seniority of the members of the bargaining unit. (Senior employee must be qualified and able to perform the new job available within thirty (30) days on such new job within the determination of the City.)

