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AGREEMENT

THIS AGREEMENT, effective the 1st day of July, 1998, by and between the City of Grand Haven (for purposes of convenience sometimes hereinafter called the "Employer"), and LOCAL 586, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (for purposes of convenience sometimes hereinafter called the "Union").

ARTICLE 1

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and other terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and harmonious labor relations for the mutual interest of the Employer, the employees, the Union, and the residents of the area served by the Wastewater Treatment Plant. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2

RECOGNITION AND DEFINITIONS

Section 1. Bargaining Unit Description. The Employer hereby recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment of the following employees:

All regular full-time and regular part-time operator-mechanics employed by the Employer at the Grand Haven-Spring Lake Wastewater Treatment Plant, but excluding office clerical, engineers, engineering aides, other professional employees, temporary or seasonal or substitute employees, supervisors, guards and all other employees.

Section 2. Definitions. As used in this Agreement, unless a contrary meaning is expressly provided or necessarily implied, the following terms shall have the following meanings:

- (a) "Regular full-time employee" shall mean an employee hired for an indefinite period to fill a regular operator-mechanic position and who normally works an average of eighty (80) hours or more in any fourteen (14) day payroll period.
- (b) "Regular part-time employee" shall mean an employee hired for an indefinite period to fill a regular operator-mechanic position and who normally works an average of forty (40) hours or more, but less than eighty (80) hours, in any fourteen (14) day payroll period.

Grand Haven City of

© "Temporary or seasonal or substitute employees":

- (1) "Temporary or seasonal employees" shall include operator- mechanics hired for the summer or other temporary or definite periods not exceeding ninety (90) calendar days, or who normally work an average of less than forty (40) hours in any fourteen (14) day payroll period.
 - (2) "Substitute employees" shall include persons hired or used to fill a position normally filled by a bargaining unit member; and substitute employees shall remain as such as long as the bargaining unit member whose job they are filling is expected and entitled to return to work.
- (d) Use of pronouns or other terms referring to the male gender shall include the female gender, and use of pronouns or other terms referring to the female gender shall include the male gender.

Section 3. Wastewater Treatment Plant Agreement. Notwithstanding the provisions of Section 1, above, and notwithstanding any other terms or provisions of this Agreement, it is understood and agreed that the City of Grand Haven's status as Employer of the employees in the above-described bargaining unit exists solely and exclusively by virtue of a certain Wastewater Treatment Plant Agreement, dated on or about September 18, 1973, between the Grand Haven-Spring Lake Sewer Authority, a Michigan authority, of Ottawa County, Michigan, whose principal plant (the "Wastewater Treatment Plant") is located at 1525 Washington Street, Grand Haven, Michigan, and the City of Grand Haven, pursuant to which Wastewater Treatment Plant Agreement the City of Grand Haven manages, operates and maintains said plant and facility. It is further understood and agreed that the City of Grand Haven's rights and obligations under said Wastewater Treatment Plant Agreement are subject to termination and/or change, and that upon any such termination and/or change, the City of Grand Haven's obligations pursuant to this Agreement shall cease and terminate and this Agreement shall thereafter have no further force or effect.

ARTICLE 3

UNION SECURITY AND CHECK-OFF

Section 1. Maintenance of Membership. All employees in the bargaining unit represented by the Union who are members of the Union on the effective date of this Agreement, or who become Union members after the effective date but during the term of this Agreement, shall, as a condition of continued employment, maintain such Union membership for the duration of this Agreement by paying regular monthly dues uniformly levied against all members.

Section 2. Check-off Authorization. The Employer shall, upon receipt of a written individually signed check-off authorization (a sample of which is attached to this Agreement as Exhibit "D"), deduct the amount of regular monthly dues certified to the Employer by the Union Treasurer from the first paycheck of each month for employees who have so authorized such deductions.

All sums so deducted shall be transmitted by the Employer to the Treasurer of the Union within fifteen (15) days after such deductions are made. The Union expressly agrees to collect all other association charges, including any initiation fees and special assessments, and such other charges shall not be deducted by the Employer. The Employer shall not be required to make any check-off for dues in preference to legally-required deductions or if an employee's pay in any pay period is not sufficient to cover such dues. Any employee may revoke his or her said voluntary check-off authorization upon thirty (30) days' written notice to the Employer.

Section 3. Indemnification. The Union shall and hereby agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of any action taken by the Employer or its agents or employees in reliance upon or compliance with the Union Security or Check-off provisions of this Agreement.

ARTICLE 4

UNION REPRESENTATION

Section 1. Negotiating Committee. The Employer agrees to recognize a Negotiating Committee composed of not more than two (2) employees in the bargaining unit, one of whom shall be the President of the bargaining unit. The Employer also agrees to recognize one (1) Steward in the bargaining unit. The Union shall furnish to the Employer in writing the names of the Negotiating Committee members and of the Steward and shall advise the Employer in writing of any changes or alternates on the Negotiating Committee or as Steward. No Negotiating Committee member or alternate and no Steward or alternate shall function as such until the Employer has been so advised by the Union. The Negotiating Committee shall represent the Union in meetings with the Employer for the purpose of collective bargaining and for the purpose of administration of this Agreement (except that the Steward shall represent an aggrieved employee at the initial informal step of the grievance procedure prescribed in this Agreement). All representation by the Negotiating Committee or by the Steward, as the case may be, shall be on the Negotiating Committee members' or Steward's own time and shall not occur during any such members' or Steward's scheduled working time, except upon mutual agreement by the parties; provided, however, that one (1) member of the Negotiating Committee or the Steward may process a grievance through Step One and/or Step Two of the grievance procedure outlined in this Agreement during working hours; provided, however, that time so spent may not exceed a total of one (1) hour, and provided further that it does not interfere with necessary work.

Section 2. Individual Grievance. Any Negotiating Committee member or alternate having an individual grievance in connection with his own work may ask for another Negotiating Committee member to assist him in adjusting the grievance.

Section 3. Participation in Negotiations. Notwithstanding Section 1, above, it is understood that authorized executive officers of the International and/or Local Union, or their duly-authorized representatives, will be permitted upon request to participate in discussions between the Employer and the Union relative to wages, hours and working conditions.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. Management Rights. The Union recognizes the sole and exclusive prerogative of the Employer to operate and manage its affairs in all respects in accordance with its public trust and interest, and further recognizes that the powers and authority which the Employer has not officially and specifically abridged, delegated or modified by this Agreement are retained by the Employer.

By way of illustration and not limitation, such rights shall include the right: to manage and control the operations of the Wastewater Treatment Plant; to hire, evaluate, promote, transfer, lay off, recall, discipline and discharge employees; to determine the size of the work force; to assign work and direct the work force; to determine the operations to be performed, including the methods and equipment to be used; and to promulgate and enforce rules for the safe and efficient operation of the Wastewater Treatment Plant, so long as such rules are not inconsistent herewith.

Section 2. Subcontracting Work. The Employer retains the right to subcontract work, whether or not normally performed by members of the Union, to non-bargaining unit persons or entities. However, the Employer shall not subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff from the Employer.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is defined as a violation, misinterpretation or misapplication of the terms and provisions of this Agreement.

An employee, group of employees, or the Union, having a grievance shall discuss the same with the immediate supervisor in an effort to resolve the matter informally. Such discussion should take place as soon as possible after the alleged violation occurs. In the event such informal discussion does not resolve the grievance, the following procedure shall apply.

Step One. To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section(s) of this Agreement which have allegedly been violated and the relief requested, must be signed and dated by the grievant or grievants who are filing the grievance, and must be presented to the immediate supervisor within seven (7) calendar days after the occurrence or non-occurrence of the event allegedly in violation of this Agreement and upon which the grievance is based. Provided, however, that in the event the grievant had no knowledge of such occurrence or non-occurrence within said seven (7) calendar days, then and in such event, the grievance must be filed with the immediate supervisor within (and in no case later than) twenty-one (21) calendar days after the occurrence or non-occurrence of the

event allegedly in violation of this Agreement and upon which the grievance is based. The immediate supervisor shall give a written answer to the grievant(s) within seven (7) calendar days after receipt of the written grievance.

Step Two. If the grievance is not settled at Step One and the grievant(s) desire to appeal it to Step Two, such grievant(s) shall serve written notice of such appeal upon the Superintendent within seven (7) calendar days after the immediate supervisor's written Step One answer. The Superintendent shall give the grievant(s) a written Step Two answer within seven (7) calendar days after receipt of the grievance at this Step.

Step Three. If the grievance is not settled at Step Two and the grievant(s) desire to appeal it to Step Three, such grievant(s) shall serve written notice of such appeal upon the City Manager within seven (7) calendar days after the Superintendent gave the grievant(s) the written Step Two answer. The City Manager and the grievant(s) may (at the City Manager's option) meet, with or without the Negotiating Committee of the Union (at the option of the grievant), to consider the grievance within fourteen (14) calendar days after the City Manager receives the grievance at this Step. The City Manager shall give the grievant(s) a written answer to the grievance within twenty one (21) calendar days after receipt of the grievance at this Step (if a meeting is not deemed necessary by the City Manager), or within twenty one (21) calendar days after the meeting between the grievant(s) and the City Manager (if a meeting is deemed necessary by the City Manager).

Step Four. If the grievance is not settled at Step Three and the grievant(s) desire to appeal it to Step Four, such grievant(s) shall file a written request for mediation of the grievance with the Michigan Employment Relations Commission and shall serve a copy of such request upon the City Manager, all within seven (7) calendar days after the City Manager's written Step Three answer. The grievance shall then be mediated in accordance with the established procedures followed by the Michigan Employment Relations Commission, with a written recommendation from the mediator.

Section 2. Grievance Limitations. Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be submitted or resubmitted. If the Employer fails or neglects to answer a grievance within the time limits specified at the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

It is understood and agreed, however, that the time limits specified in this grievance procedure may be extended by mutual agreement in writing between the Union and the Employer.

Section 3. Grievance Meetings. All grievance meetings held under the provisions of this Article shall be held at such times as may be mutually agreed upon by the aggrieved employee or the Negotiating Committee of the Union and the Employer.

ARTICLE 7

SENIORITY

Section 1. Seniority. Seniority shall be defined as an employee's length of continuous and uninterrupted service at the Wastewater Treatment Plant, excluding approved leaves of absence, unless otherwise provided in this Agreement.

Section 2. Seniority List. A seniority list shall be prepared by the Employer and a copy supplied to the Union within fourteen (14) calendar days after execution of this Agreement. The list shall be revised and updated by the Employer from time to time as it changes.

Section 3. Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed at the Wastewater Treatment Plant for a continuous period of one hundred eighty (180) calendar days following his last date of hire, after which seniority shall date from last date of hire. Provided, however, that upon mutual written agreement by the Employer and the Union and upon written notice to the new employee before expiration of said one hundred eighty (180) calendar days, the period of probation for any such new employee may be extended for one additional period not exceeding one hundred eighty (180) calendar days. During the probationary period, an employee may be laid off or discharged without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, nor to retain any employee for the full period of probation.

Section 4. Loss of Seniority. An employee shall lose his seniority, and the employment relationship shall cease, upon the happening of any of the following events.

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- (c) He retires or is retired.
- (d) He is laid off for a continuous period in excess of twelve (12) months; provided, however, that any employee who has lost seniority as a result of this provision shall be given first consideration when applying for a subsequent job opening in the bargaining unit.
- (e) He is on leave of absence for illness, injury or disability (paid or unpaid) for a period of fifteen (15) months; provided, however, that any employee who has lost seniority as a result of this provision shall be given first consideration when applying for a subsequent job opening in the bargaining unit.

- (f) He accepts employment elsewhere while on leave of absence (other than military service leave of absence), is self-employed for the purpose of making a profit during a leave of absence, or uses a leave of absence for some reason other than the reason or reasons stated for such leave in the leave application filed with the Superintendent and the City Manager.
- (g) He fails to report for work on the first day following the expiration of an approved leave of absence unless excused by the Employer in the event of an emergency upon timely prior notification by the employee.
- (h) He is absent from work for three (3) consecutive working days without properly notifying the Employer of a reason acceptable to the Employer for such absence, unless otherwise excused.
- (I) He does not return to work when recalled from layoff as set forth in the recall procedure, without justifiable cause with prior notice to the Employer.

ARTICLE 8

PLACEMENT AND PROMOTIONS

Section 1. Job Vacancy or New Position. When a job vacancy occurs or a new position is created within the bargaining unit, the job will be posted by the Employer at least seven (7) calendar days before filling the job on a regular basis. After said period, the Employer shall establish such standards and qualifications for the job as it deems proper and shall conduct such tests and evaluations of the applicants as it desires. The position shall thereafter be awarded to the most senior fully-qualified applicant, if any. It is expressly understood and agreed that the provisions of this Article do not apply to any job vacancy or new position outside of the bargaining unit.

Section 2. Temporary Filling. Notwithstanding the provisions of Section 1, above, the Employer may immediately fill a job vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis.

Section 3. Trial Period. Except for employees temporarily assigned to fill a job vacancy or new position pursuant to Section 2, above, any employee transferred or promoted to regularly fill a job vacancy or new position at the Wastewater Treatment Plant shall be given thirty (30) working days within which to demonstrate his ability to perform the work required to the satisfaction of the Employer. If an employee is unable to qualify during said thirty (30) working day period, he shall be returned to his former job without loss of seniority. Any job opening as a result of the transfer or promotion of an employee formerly filling said job to a job vacancy or new position which is subject to the thirty (30) working day qualification period may be filled immediately by the Employer on a temporary basis but shall not be considered vacant, for posting purposes, until said thirty (30) working day qualification period has elapsed without the transferred or promoted employee being returned to his former job.

Section 4. Failure or Refusal to Accept. An employee's failure or refusal to accept transfer or promotion to a job vacancy or new position for which he has applied shall not result in the employee's loss of seniority.

ARTICLE 9

LEAVES OF ABSENCE AND SICK LEAVE

Section 1. Paid Sick Leave. For employees who qualify therefore, paid sick leave shall be acquired and applied in accordance with the provisions set forth in this Section.

- (a) No paid sick leave shall be granted to newly-hired employees during the probationary period provided by this Agreement.
- (b) Each full-time employee shall earn paid sick leave at the rate of .04615 hours per paid hour of employment; provided, however, that no such employee shall be permitted to use any paid sick leave until the employee has completed the probationary period. As used in this section, the term "paid hour of employment" shall include all regularly scheduled straight time hours worked, and all paid vacation hours, paid sick leave hours except as limited below, and paid holiday hours; but the term shall exclude any consecutive paid sick leave hours which exceed nine hundred sixty (960) without an employee's return to active employment with the Employer, any overtime hours, and any hours of unpaid leaves of absence.
- © Unused sick leave earned may be accumulated up to, but not exceeding, nine hundred sixty (960) hours. After an employee has accumulated the maximum amount of unused sick leave, the Employer shall pay such employee an amount equal to one-half ($\frac{1}{2}$) of the additional sick leave benefits earned but not used by the employee during a twelve (12) month period, if such additional sick leave benefits would otherwise be forfeited by the employee because the employee has accumulated the maximum amount of unused sick leave. The payment will be incorporated into the same paycheck received by the employee as wages earned for hours worked. The payment shall be made during the first full pay period in December, for the twelve (12) month period from December 1 of the prior calendar year to December 1 of the current calendar year.
- (d) A record of paid sick leave earned and accumulated shall be prepared and kept by the Employer for all eligible employees. A copy of such record of paid sick leave earned and accumulated shall annually be given to each eligible employee.
- (e) Upon the death or retirement of an employee, payment of one-half ($\frac{1}{2}$) of the accumulated paid sick leave earned, or four hundred eighty (480) hours, whichever is less, shall be granted.
- (f) If a sick leave absence exceeds two (2) consecutive scheduled working days, or is on

the employee's last scheduled working day, or is on the employee's last scheduled working day before and/or first scheduled working day after the employee's vacation or any holiday specified in this Agreement, or exceeds three (3) scheduled working days per calendar year, the Employer may in its discretion require the employee to present the certificate of a medical doctor certifying the nature and duration of the illness or injury which necessitated the absence and certifying the employee's ability to return to work; or, in lieu thereof, the Employer may require a written, signed statement from the employee setting forth the reasons for the sick leave absence.

- (g) In the event of the absence of an employee for illness, injury or disability in excess of five (5) consecutive working days, the Employer may require the employee to submit to an independent medical examination by a physician appointed and paid for by the Employer.
- (h) Sick leave allowance will be made, if and to the extent earned and accumulated, for an employee's scheduled work day(s) when the employee is unable to work because of sickness and when the employee calls the Employer to report such absence because of sickness before the start of the employee's scheduled work shift. No employee who fails to call in an absence because of sickness before the start of the employee's scheduled work shift shall receive sick pay. Sick pay shall be for the employee's hours scheduled for that particular day(s) at the straight-time rate, but never for more than eight (8) hours in any one (1) day. In order to receive sick pay upon returning to work following a sick leave absence, an employee must submit a written, signed request for sick pay, which request must specify the reasons for the sick leave absence and must be approved by the City Manager or his designee. Any employee making a false claim for paid sick leave shall be subject to disciplinary action, up to and including discharge.
- (I) An employee may use his accumulated paid sick leave, up to but not exceeding three (3) days per calendar year, when required in connection with serious illnesses in his immediate family (i.e. spouse and children). Provided, however, that when any such use of paid sick leave is made, the employee shall provide the Employer with a doctor's statement certifying the serious nature of the illness and with a statement certifying that the employee's attention to the illness was required.

Section 2. Injury Leave.

- (a) An employee receiving an injury or having an illness which is compensable under the Worker's Disability Compensation Act of 1969, as amended, may elect, as provided in this Section, to receive paid injury leave in conjunction with such Worker's Compensation benefits during the first seven (7) days of the compensable disability, if such employee has paid sick leave and/or vacation accrued and accumulated; provided, however, that neither accrued sick leave nor vacation allowance shall be used as paid injury leave in such cases for more than seven (7) calendar days immediately following the date of the compensable injury. If an eligible employee

elects such paid injury leave, his accrued and accumulated paid sick leave and/or vacation shall be charged at the full rate during the first seven (7) days of such disability, or until his accrued and accumulated paid sick leave and/or vacation is used up, whichever occurs first.

- (b) If such paid injury leave, as hereinabove provided, is not elected, or if an employee has no paid sick leave and/or vacation accrued and accumulated, or if his paid injury leave as provided above is used up before the expiration of the first seven (7) days of the compensable disability, an employee may, in the discretion of the Employer, be granted a leave of absence without pay for a reasonable period to be determined by the Employer, upon the recommendation of a physician approved by the City Manager.
- © In order to be eligible for any injury leave, an employee must immediately report any injury or illness compensable under the Worker's Disability Compensation Act, however minor, to his foreman or supervisor and take, or waive in writing, such first aid treatment as may be recommended.
- (d) While on paid injury leave, an employee shall continue to earn or accrue paid sick leave at the rate of one (1) day per month during the first ninety (90) calendar days of such paid injury leave. Thereafter, no further paid sick leave shall be earned during such paid injury leave.

Section 3. Bereavement Leave. Eligible employees shall be granted bereavement leaves pursuant to this Section in accordance with the following terms and conditions:

- (a) In the event of a death in an employee's immediate family, such employee who attends the funeral service shall be granted a leave of absence up to three (3) consecutive days without loss of pay, provided the said employee is scheduled to work those days. Such leave of absence shall be granted upon request by the employee to the City Manager. Distance to the funeral service, family conditions and the relationship of the deceased to the employee shall control the duration of the leave. For purposes of this Section, the term "immediate family" shall mean a spouse, a parent, a spouse's parent, a child, a grandchild, a grandparent, a spouse's grandparent, or a brother or sister of the employee or his spouse.
- (b) In the event of the death of an employee's aunt or uncle or nephew or niece to the first degree of relationship, then and in such event leaves of absence of not more than one (1) day without loss of pay shall be granted, subject to the same terms and conditions contained in Subsection (a) above.
- © No bereavement leaves shall be granted to any probationary employees.
- (d) Nothing in this Section shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.

Section 4. Military Leave. Any full-time employee who, while employed by the Employer, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified, shall be accorded such re-employment rights as are accorded by all applicable state and federal laws.

Section 5. Jury Leave. An employee who is summoned for jury duty and not otherwise relieved from such duty, shall be granted a special leave of absence for that purpose, provided he presents evidence of such duty to the Employer as far in advance as possible. Employees shall work their scheduled hours when not serving as jurors; an employee not selected to serve on a particular jury or an employee who has completed his jury duties for a particular day shall report to his scheduled work immediately after selection of said jury or immediately after the completion of his jury duties for the day, provided there are two (2) or more hours left in the employee's scheduled shift at the time that the employee is released or discharged by the court which summoned him to serve as a juror. The pay such employee shall receive for such jury leave shall be his basic rate for the time necessarily lost from his scheduled work (but never more than eight (8) hours per full day of jury duty), less any amount received for such jury duty (not including travel allowances or reimbursement for expenses).

Section 6. Unpaid Leaves of Absence. Employees may be granted unpaid leaves of absence in cases of illness or other reasons justifiable and acceptable to the Employer, in accordance with the following terms and conditions.

- (a) Applications for such unpaid leaves of absence shall be in writing, signed by the employee, stating the reasons for such leave, and shall be filed with the Superintendent and the City Manager.
- (b) Requests for unpaid leaves of absence shall be answered by the Employer within two (2) weeks (14 calendar days) from the date of receipt of application by the Superintendent and the City Manager, and such leaves of absence shall only be granted upon the prior written approval of the Superintendent and the City Manager.
- © Such unpaid leaves of absence, if granted, shall state the period thereof, but shall in no event exceed twelve (12) months.
- (d) Employees shall not accrue seniority, vacations, holidays, or paid sick leave while on leaves of absence granted pursuant to the provisions of this Section; provided, however, that seniority alone shall accrue for the first thirty (30) calendar days of any such leave.
- (e) Insurance benefits provided by this Agreement shall be the responsibility of the employee and not of the Employer while an employee is on any leave of absence granted pursuant to the provisions of this Section; provided, however, that such insurance benefits shall be continued by the Employer only during the first thirty (30) calendar days of any such leave.

- (f) The granting or denial of any such unpaid leave of absence shall be at the discretion of the Employer, based on the availability of competent substitute help, the needs of the Employer, the frequency of such requests, and any other pertinent factors; and the granting or denial of any such leave in any one case shall not constitute any practice or precedent insofar as any other case is concerned.

Section 7. General Provisions. Except as otherwise specifically provided in this Agreement, leaves of absence granted pursuant to this Article shall be subject to the following terms and conditions:

- (a) Employees shall accrue seniority only during the first thirty (30) calendar days, and not thereafter, while on such leaves.
- (b) Vacations, holidays and paid sick leave earned prior to the leave will be retained, but such benefits will not accumulate during leaves of absence.
- © All leaves of absence shall be without pay or other compensation except as otherwise provided in this Article.
- (d) Notwithstanding the above provisions, the Employer may terminate a leave of absence if substantial evidence indicates such leave is no longer applicable. The employee shall be notified of such fact and shall report for work within ten (10) days thereafter or shall be considered to have voluntarily quit. (Such notice shall be by registered or certified mail to the employee's last address on record with the Employer.)
- (e) Verification of the leave status of an employee may be required by the Employer, upon request to the employee not more often than every thirty (30) days; and if such verification is not received within ten (10) days after being requested, such employee shall be considered to have voluntarily quit. (Such request shall be by registered or certified mail to the employee's last address on record with the Employer.)
- (f) Upon an employee's return from any leave of absence, the Employer may require a physical examination and proof of fitness prior to allowing the employee to return to work.
- (g) Notwithstanding anything contained in this section to the contrary, if an employee uses a leave of absence for a reason other than the reason or reasons stated by such employee in his leave application filed with the Superintendent and the City Manager, such use of a leave of absence shall be dealt with pursuant to Article 7, Section 4(f).

ARTICLE 10

VACATIONS

Section 1. Vacation Schedule. Regular, full-time employees shall receive vacations with pay, at straight time rates, based on their years of continuous employment at the Wastewater Treatment Plant since their last hiring date, and based on their number of paid hours of employment, in accordance with the following schedule:

Less than 1 year - .01923 hours of paid vacation per paid hour of employment (5 days for full-time employees);

1 year but less than 8 - .03847 hours of paid vacation per paid hour of employment (10 days for full-time employees);

8 years but less than 17 - .05769 hours of paid vacation per paid hour of employment (15 days for full-time employees);

17 years but less than 25 - .07692 hours of paid vacation per paid hour of employment (20 days for full-time employees); and

25 years and over - .09615 hours of paid vacation per paid hour of employment (25 days for full-time employees).

As used in this section, the term "paid hour of employment" shall include all regularly scheduled straight time hours worked, and all paid vacation hours, paid sick leave hours, and paid holiday hours; but shall not include any overtime hours, or unpaid leaves of absence.

Section 2. No Accumulation. Paid vacations shall not be accumulated from year to year, but must be taken within the calendar year in which they are earned; provided, however, that an employee shall be eligible, upon timely notice to and written approval by the Superintendent and the City Manager during the year in which a vacation is earned and available, to carry up to but not exceeding one (1) week of paid vacation over into the next succeeding calendar year. Paid vacations shall not be granted before they have been earned, as herein provided.

Section 3. Payment at Termination. If and to the extent vacation pay is earned but not paid at the time of an employee's termination of employment (or commencement of a military leave), and if the employee gave the Employer at least ten (10) working days' advance written notice before such termination, then such earned vacation pay will be paid to the employee upon termination.

Section 4. Scheduling. Although the Employer reserves the right to schedule vacations, it is agreed that an effort shall be made by the Employer to schedule paid vacations at times mutually agreeable to the employees and the Employer consistent with the proper and efficient management, operation and maintenance at the Wastewater Treatment Plant.

The Employer shall establish a schedule of available vacation times. The schedule shall indicate how many employees may be absent for vacation in any given week. The schedule shall be posted each year by December 31 st, and each employee shall have an opportunity to indicate his vacation time preference on the basis of seniority. The most senior employee shall be entitled to choose his vacation time first, within three (3) calendar days after the schedule is posted; and the remaining employees shall be entitled to choose their vacation times in the order of their respective seniority, each within three (3) calendar days after the next more senior employee chooses or should have chosen his vacation time. In the event any employee fails to indicate his vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.

Section 5. Bonus Vacation Days. Subject to all other provisions regarding vacations, each permanent full-time employee shall, after completion of the probationary period, receive one (1) bonus vacation day for each one-hundred twenty (120) consecutive calendar day time period of perfect attendance, as defined below. Provided, however, the entire one-hundred twenty (120) consecutive calendar day time period must take place while this Section 5 is in effect.

The Employer will pay each eligible employee vacation pay for each bonus vacation day earned and taken by the eligible employee under the terms and provisions of this Section 5. The vacation pay for a bonus day shall be equal to the number of hours the employee is normally scheduled to work but not more than eight (8) hours. Effective July 1, 1995, maximum accumulation of bonus vacation days shall not exceed forty (40) hours.

For purposes of this Section 5, "perfect attendance" shall mean that an employee, during the applicable time period, never reported late for work, never left work early (unless the employee was excused by his supervisor for such early departure and the employee made up the lost time resulting from his early departure before taking or being eligible for any bonus vacation days, but not when eligible for overtime or premium pay), missed no work because of sickness, used no sick leave, took no unpaid leave of absence, was not the subject of any disciplinary action, and worked all hours for which he was scheduled to work by the Employer.

Military leave shall not count against "perfect attendance" if the employee taking such leave provides the Employer with a copy of his orders requiring the military leave to be taken.

This Section 5 shall be in effect for a twelve (12)-month period beginning on a July first (1st) if the average number of sick days taken by each employee covered by this Agreement during the immediately preceding twelve (12)-month period ending on a June thirtieth (30th) is not increased from the average number of sick days taken by each employee covered by this Agreement during the twelve (12)-month period ending June 30, 1982. If the average does increase, this Section 5 shall become void and of no effect. Thereafter, this Section 5 shall again become effective in the twelve (12)-month period beginning on July first (1 st) immediately following the twelve (12)-month period ending on a June thirtieth (30th) during which the average number of sick days taken by each employee covered by this Agreement is again reduced to or below the average for the twelve (12)-month period ending June 30, 1982.

For purposes of computing the average number of sick days taken per twelve (12)-month period by each employee covered by this Agreement, working days taken as sick days by an employee immediately following, without interruption and without a return to work, five (5) consecutive working days taken as sick days by that same employee, shall not be counted. Provided, the first five (5) consecutive sick days taken by that employee (which shall count in computing the average number of sick days taken by each employee covered by this Agreement) and the immediately following sick days taken by that same employee, without interruption and without a return to work, must be taken as the result of the same injury or same illness suffered by that employee.

ARTICLE 11

HOLIDAYS

Section 1. Holidays. Subject to and in accordance with the provisions of this Article, eligible employees shall be entitled to holiday pay for the following days:

1. New Year's Day;
2. The one-half (½) day consisting of the last four (4) scheduled hours of Good Friday;
3. Memorial Day;
4. Fourth of July;
5. Labor Day;
6. Veteran's's Day;
7. Thanksgiving Day;
8. Day after Thanksgiving
9. Day before Christmas;
10. Christmas Day;
11. The one-half (½) day consisting of the last four (4) scheduled hours of the day before New Years Day; and
12. One (1) personal leave day, on a calendar year basis, to be scheduled in advance, on a date mutually acceptable to the Employer and the employee (failure to request said leave day in accordance with this Section will result in loss of the personal leave day at the end of the calendar year).

Only those employees whose services are deemed necessary by the Employer shall be on duty on any of the above holidays.

When any of the above holidays fall on an employee's scheduled day off, the employee shall, upon the mutual agreement of the employee and the Superintendent, either be credited with the number of hours in the employee's normal work day for such holiday or shall be given an alternate scheduled work day off; provided, however, that in the event of their inability to agree, the Superintendent shall make the decision. If credited with extra hours, the unworked holiday hours shall not be included as hours worked for purposes of computing overtime.

Section 2. Holiday Pay Eligibility. To be eligible for holiday pay hereunder, an employee must be

a regular, full-time employee on the date of the holiday, must have completed his probationary period, and must have worked his full schedule of hours on his last scheduled work day before the holiday and his first scheduled work day after the holiday unless (a) such employee was excused in writing by the Employer from working on such day, (b) the holiday occurred during his authorized vacation period and the employee worked his full schedule of hours on his last scheduled work day before his authorized vacation and on his first scheduled work day after his authorized vacation period, or © such employee was absent on such day due to paid sick leave. Furthermore, an employee must work his full schedule of hours on the half- day holiday in the case of any half-day holiday, unless one of the three (3) exceptions, (a), (b) or (c), listed immediately above, is applicable.

Section 3. Holiday Pay Ineligibility. No holiday pay will be paid to an employee for any holiday which occurs after the date of his quit or discharge, or while he is on an unpaid leave of absence, or while he is absent due to an illness or injury or disability (occupational or non- occupational), other than paid sick leave, or while he is laid off; and no holiday pay will be paid to an employee who is scheduled to work on a holiday but who fails to report for and perform such work.

Section 4. Holiday Pay. Employees eligible for holiday pay pursuant to this Article shall receive eight (8) hours pay for each full day holiday specified in Section 1, above, and shall receive four (4) hours pay for each half day holiday specified in Section 1, above. All such holiday pay shall be computed at the employee's regular straight time hourly rate, exclusive of any overtime or premium pay.

ARTICLE 12

INSURANCE

Section 1. Hospital-Medical Insurance. Regular, full-time employees shall be eligible to participate in a group hospital-medical insurance program provided through the Employer with an insurance carrier selected by the Employer. Such group hospital-medical insurance program shall include a Two (\$2.00) Dollar deductible co-pay prescription drug rider for eligible employees (i.e. regular, full-time employees), as well as prosthodontia coverage for eligible employees, subject to all of the limitations and restrictions set forth herein for group hospital-medical insurance coverage. Such employees may also elect to include eligible family dependents under the hospital-medical portion of the plan, and may obtain the necessary applications from the office of the Employer. The Employer's liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The cost of such group hospital-medical insurance coverage, including eligible employees and eligible family dependents when elected, shall be split between the Employer and the employee. The employee shall pay Ten (\$10.00) Dollars per calendar month (or any portion of a calendar month) during which the employee is covered by the group hospital-medical insurance; the Employer shall pay the balance of the premium for such group hospital-medical insurance. The employee's share of the premium shall be paid by payroll deduction; provided, however, if an employee's check is insufficient to cover the employee's portion of the cost, the employee shall

timely deposit such additional amount as is necessary to cover the cost with the Employer's finance director or his designee (failure of the employee to do so shall terminate the Employer's obligation to pay its share of the cost for such employee).

If an employee has family dependents who are eligible for coverage under the hospital- medical portion of the plan, and if that employee elects to not cover any of those eligible family dependents under the plan, an additional twenty one (\$0.21) cents per hour will be added to that employee's regular hourly wage as established by Exhibit "B" to this Agreement. An employee who does not have any family dependents eligible for coverage under the hospital-medical portion of the plan shall not be entitled to any such additional pay.

Such Employer-paid hospital-medical insurance coverage shall be continued for eligible employees during fully paid leaves of absence; shall be continued for such employees during the first thirty (30) calendar days of any partially paid or unpaid leaves of absence or layoff, but shall not be continued beyond said thirty (30) calendar days in the case of such partially paid or unpaid leaves of absence or layoff; and shall terminate effective upon such an employee's quit or discharge.

All employees must participate in the Waste Water Treatment Plant Generic Drug program. The program to be equivalent to the PCS/MAC B plan.

"If Required" all employees must participate in the pre-certification insurance program. Failure on the part of the employee to pre-certify a hospital admission will result in the assessment of a \$200.00 deductible unless the employee was physically unable to pre-certify.

Section 2. Life Insurance. Regular, full-time employees shall be eligible to participate in a group term life insurance program provided through the Employer with an insurance carrier selected by the Employer, at the rate of Twenty Thousand (\$20,000.00) Dollars per employee. The entire cost of such employee coverage shall in such case be paid by the Employer; and the Employer's liability hereunder shall be limited to the prompt payment of the premiums.

Such Employer-paid life insurance coverage shall be continued for eligible employees during fully paid leaves of absence; shall be continued for such employees during the first thirty (30) calendar days of any partially paid or unpaid leaves of absence or layoff, but shall not be continued beyond said thirty (30) calendar days in the case of such partially paid or unpaid leaves of absence or layoff; and shall terminate effective upon such an employee's quit or discharge.

Section 3. Vision Beginning July 1, 2000 the employer will pay seventy (\$70.00) dollars per employee per year for eye examination or towards the cost of glasses.

Section 4. Dental Insurance. Regular, full-time employees shall be eligible to participate in a group dental insurance program provided by an insurance carrier selected by the Employer. Such employees may also elect to include their eligible family dependents under the plan, and may obtain the necessary applications from the office of the Employer. The Employer's liability hereunder shall be limited to the prompt payment of its portion of the premiums.

The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid ninety (90%) percent by the Employer and ten (10%) percent by the employee. The employee's share of the premium shall be paid by payroll deduction; provided, however, if an employee's check is insufficient to cover the employee's portion of the cost, the employee shall timely deposit such additional amount as is necessary to cover the cost with the Employer's finance director or his designee (failure of the employee to do so shall terminate the Employer's obligation to pay its share of the cost for such employee).

Such Employer-paid group dental insurance coverage shall be continued for eligible employees during fully paid leaves of absence; shall be continued for such employees during the first thirty (30) calendar days of any partially paid or unpaid leaves of absence or layoff, but shall not be continued beyond said thirty (30) calendar days in the case of such partially paid or unpaid leaves of absence or layoff; and shall terminate effective upon such an employee's quit or discharge.

The group dental insurance coverage shall provide reimbursement for seventy-five (75%) percent of covered expenses. Further, the group dental insurance coverage shall include a basic orthodontic rider and prosthodontia coverage, subject to all of the limitations and restrictions set forth above for such group dental insurance coverage. Up to \$1,000.00 in benefits will be paid for each covered person each calendar year for all eligible expenses, except for orthodontics, which is \$1,000.00 maximum benefit while covered by the plan per covered person until the age of nineteen (19).

Section 5. Long-Term Disability Insurance. Regular, full-time employees shall be eligible to participate in a group long-term disability insurance program provided by an insurance carrier selected by the Employer. The cost of such employee coverage shall be paid by the Employer. The Employer's liability hereunder shall be limited to the prompt payment of the premiums. Long-term disability shall be available the first of the month after the employee completes thirty (30) days.

Such Employer-paid long-term disability insurance coverage shall be continued for eligible employees during fully paid leaves of absence; shall be continued for such employees during the first thirty (30) calendar days of any partially paid or unpaid leaves of absence or layoff, but shall not be continued beyond said thirty (30) calendar days in the case of such partially paid or unpaid leaves of absence or layoff; and shall terminate effective upon such an employee's quit or discharge.

Section 6. Change of Carriers. The Employer shall have the right, with respect to the group hospital-medical insurance program, the group term life insurance program, the group dental insurance program, and the group long-term disability program, to change insurance carriers, provided that the insurance coverage is basically comparable to or better than such existing coverage; and all insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable insurance policy or policies. Notwithstanding the above, the Employer shall not select an insurance carrier which does not provide coverage for at least some other employees of the Employer without consulting with the Union.

ARTICLE 13

PENSION

Section 1. Retirement System. The Employer shall participate in the Municipal Employees' Retirement System ("MERS"), pursuant to the Michigan Municipal Employees' Retirement Act, Act No. 427 of the Public Acts of 1984, as amended, or such successor statute which may be subsequently enacted.

Section 2. Retirement Benefits. The retirement program provided through MERS consists of the following details.

- (a) Benefit Program B-2 shall be provided.
- (b) Retiree Cost-of-Living Benefit Programs E-1 and E-2 shall be provided.
- © Final Average Compensation shall be determined according to Option FAC-3.
- (d) Vesting shall be determined according to the Six Year Option (i.e. 6 years of credited service).
- (e) Early Retirement Option F-55 with thirty (30) years of credited service shall be provided.
- (f) Employee contributions shall be four (4%) percent of compensation.

Section 3. Medical Care Coverage. Effective July 1, 1995, for retirees on and after that date, regular full-time employees who: (a) participated in the group hospital-medical insurance program provided through the Employer immediately prior to their retirement, and (b) retire after at least six (6) years of credited service with the Employer and after reaching at least age sixty (60) but not yet age sixty-five (65) or retire after at least thirty (30) years of accredited service with the Employer after reaching at least age fifty-five (55) but not yet age sixty-five (65), shall be eligible to remain in the currently utilized group hospital-medical insurance program provided such retired employees are permitted by the insurance carrier to continue such participation. The City's liability hereunder is limited to the prompt payment of the applicable portion of insurance premiums. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions.

- (a) Such participation shall cease upon the happening of any of the following events, whichever occurs first: (I) the retired employee attains the age of sixty-five (65); (ii) the retired employee becomes eligible to be covered under a group hospital-medical insurance program provided by another employer, whether such eligibility results from employment of the retiree or the retiree's spouse; or (iii) the retired employee's death.

- (b) Upon the retired employee becoming eligible for Medicare coverage/benefits, the coverage to be provided by the Employer will be limited to Medicare supplement or filler coverage.
- © The cost of such group hospital-medical insurance for such retired employees (including eligible dependents, if elected) shall be paid seventy-five (75%) percent by the Employer and twenty-five (25%) percent by the retired employee. The retired employee shall, in a timely manner, deposit with the Employer's finance director (or the finance director's designee) such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the retired employee's (and any dependents') further participation in the program.

If an eligible employee retires on or after July 1, 1990 and selects Option II or Option III or Option IV as the payment alternative from MERS, continues to participate in the Employer's group hospital-medical insurance program after retirement, designates the retired employee's spouse as beneficiary, and dies during the period of pension payment and insurance continuation, seventy-five (75%) percent of the cost of the surviving spouse's coverage in the Employer's group hospital-medical insurance program shall be paid by the Employer during the remainder of the spouse's life if the spouse cannot obtain coverage on account of employment or remarriage, or until the spouse qualifies for Medicare coverage. The spouse shall, in a timely manner, deposit with the Employer's finance director (or the finance director's designee) such monies as are necessary to cover the spouse's portion of the cost of such insurance. The spouse's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the spouse's further participation in the program.

Section 4. Retiree Life Insurance Coverage.

- (a) If an eligible employee retires on or after July 1, 1990 and elects coverage under a group life insurance plan sponsored by the Employer, the retired employee shall be entitled to have the applicable amount specified in subsection (b) paid by the Employer toward the cost of the retired employee's life insurance coverage, subject to the following conditions.
 - (I) The retirant must have been a regular full-time employee who participated in the Employer's group life insurance plan immediately prior to retirement from the Employer.
 - (ii) The retirant's participation in any group life insurance plan sponsored by the Employer shall cease upon the occurrence of either of the following events (whichever occurs first): (a) the retirant attains the age of seventy (70) years; or (b) the retirant's death.
 - (iii) The life insurance coverage provided to the retirant hereunder shall equal fifty (50%) percent of the group life insurance coverage provided by the Employer to

the retirant immediately prior to retirement from the Employer.

- (b) The amount to be paid by the Employer toward the cost of group life insurance coverage for an eligible retirant shall be one hundred (100%) percent of the applicable premium.
- © The liability hereunder of the Employer is limited to the prompt payment of the applicable portion of insurance premiums.
- (d) This entire section is contingent upon the applicable insurance carder(s) permitting such continued participation of retirants in the manner set forth in this section.

ARTICLE 14

TRAINING

Section 1. Employer Required Training. The Employer may require employee participation in training opportunities. When the Employer requires such participation, it shall pay the employee, at his regular rate of pay, for all time spent actually attending the training session and for all reasonable time spent traveling to and from the training session. In such cases, the Employer shall also provide necessary transportation or reimburse the employee for mileage expenses when using his own vehicle.

Section 2. Employee Requested Training. All employee requested training, as distinguished from Employer required training provided for in Section 1 above, shall be subject to and in accordance with the following terms and conditions:

- (a) The Employer will generally approve, without requiring and without compensation (i.e. wages), employee requested participation in training opportunities when and if
 - (I) The employee is a regular, full-time employee having completed not less than one (1) year of continuous employment at the Wastewater Treatment Plant; and
 - (ii) The requested training opportunity consists of a class or classes which, in the sole judgment and discretion of the Employer, will provide the requesting employee with skills or knowledge useful for the operation or maintenance of the Wastewater Treatment Plant; and
 - (iii) The employee's participation in the requested training opportunity will not interfere with or adversely affect the scheduling, operation or needs of the Wastewater Treatment Plant; will not occur during the employee's scheduled working time; and will not result in any increased costs to the Employer (e.g. payment of overtime, use of substitute help, etc.); and
 - (iv) The request for such training opportunity participation is made by the employee,

in writing, to the Superintendent, not less than fourteen (14) days in advance of the commencement of the training opportunity.

- (b) Upon receipt of an employee's written request for participation in a training opportunity pursuant to Section 2(a) above, the Superintendent shall review such request to determine its compliance with all of the provisions of said Section 2(a). If the Superintendent determines that the employee's request complies with Section 2(a) above, and that it is otherwise acceptable, the Superintendent shall approve the request in writing. In the event of competing or conflicting employee requests for participation in training opportunities, preference shall be given to the more senior employee unless the more senior employee has, during the same fiscal year (of the Employer), previously requested and received approval for another training opportunity and the less senior employee has not (in which event preference shall be given to the less senior employee).
- © If an employee's participation in a training opportunity complies with Section 2(a) above, and if the employee's written request for participation in said training opportunity is approved by the Superintendent in writing as provided in Section 2(b) above, then the employee shall be eligible to receive reimbursement from the Employer for certain costs of such training; provided, however, that all such reimbursement shall be subject to the following limitations:
 - (I) The Employer's reimbursement for the costs of such training opportunities will apply only with respect to sums necessarily expended by the employee for required tuition, fees and/or course materials; and
 - (ii) No employee shall be eligible for reimbursement by the Employer in any amount in excess of One Hundred Fifty (\$150.00) Dollars per fiscal year (of the Employer), and then only during the period following completion of one (1) year of employment (effective July 1, 1993, this dollar limit shall be increased to Three Hundred (\$300.00) Dollars); and
 - (iii) The employee must furnish the Employer with proper receipts for the required tuition, fees and/or course materials for which reimbursement is sought; and
 - (iv) The employee must furnish the Employer with satisfactory evidence of the employee's successful completion of the training opportunity while still in the employ of the Employer.
- (d) It is understood and agreed that the Employer shall at all times have the right to determine how many employees may participate in employee requested training opportunities at any particular time; and it is further understood and agreed that the Employer need not adjust or change employee shifts, schedules or assignments in order to accommodate any employee request for participation in training opportunities.

- (e) All employee participation in training opportunities which do not qualify for reimbursement under the provisions of this Section 2 (e.g. training opportunities involving employees with less than one (1) year of employment at the Wastewater Treatment Plant or employees having exhausted their reimbursement allotment, etc.), shall nevertheless comply with the requirements of Section 2(a)(iii) above.

Section 3. State Exam Day. On the one day per year designated as state exam day, employees who desire and are eligible to take the state exam, but who are scheduled to work at times which conflict with the state exam, shall be given time off to take the exam without loss of pay. In the event that more than one day per year is scheduled for state exams, the provisions of this paragraph shall apply to only one such day.

NOTE: Effective July 1, 1993, Article 14, Section 3 (above) shall be amended in its entirety to provide as follows:

Section 4. State Exam Day. On the one day per year designated as state exam day, employees who desire and are eligible to take the state exam, but who are scheduled to work that day, shall be given the day off to take the exam without loss of pay. In the event that more than one day per year is scheduled for state exams, the provisions of this paragraph shall apply to only one such day.

ARTICLE 15

LAYOFF AND RECALL

Section 1. Layoff Procedure. When the size of the work force is to be reduced through a layoff of employees for any reason as determined by the Employer, the following procedure will be utilized.

- (a) Temporary or seasonal or substitute help shall be laid off first provided there are probationary or seniority (non-probationary) employees who are able and fully qualified, in the opinion of the Employer, to fill the remaining positions.
- (b) Probationary employees shall be laid off next provided there are seniority (non-probationary) employees who are able and fully qualified, in the opinion of the Employer, to fill the remaining positions.
- © If seniority (non-probationary) employees are to be laid off, such employees shall be laid off on the basis of their seniority (i.e. least senior first) if all remaining employees have full capability to effectively and efficiently fill all remaining positions.

Section 2. Recall Procedure. When the size of the work force is to be increased following a layoff pursuant to Section 1, above, the following procedure will be utilized.

- (a) Seniority (non-probationary) employees shall be recalled first in the inverse order of

their layoff if such employees eligible for recall have full capability to effectively and efficiently fill available positions.

Section 3. Recall Notices. All recalls shall be made by written notice sent by certified or registered mail, return receipt requested, to the employee's last known address according to the records of the Employer. Such recall notices shall specify the date upon which the employee shall return to work, and such recalled employee shall return to work on the date so specified; provided, however, that if said date is within ten (10) working days following the date the recall notice is either receipted for or returned undelivered, the employee shall have ten (10) working days following the date of mailing said recall notice within which to return to work.

Section 4. Job Vacancies. Job vacancies which result from reinstatement of positions eliminated in connection with layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the Employer through a recall as provided in this Article, without regard to the job posting provisions of this Agreement.

ARTICLE 16

WORKING HOURS AND SCHEDULES

Section 1. Work Week. The normal work week for employees shall consist of five (5) consecutive days.

Section 2. Work Day. The normal work day for full-time employees shall consist of eight (8) paid hours, and the normal work week for full-time employees shall consist of forty (40) paid hours.

Section 3. Work Schedules. The normal work schedules shall be as follows: 8:00 AM to 4:30 PM; 4:00 PM to 12:30 AM; and 12 Midnight to 8:30 AM Effective July 1, 1993, the normal work schedules shall be as follows: 8:00 AM to 4:30 PM; 4:00 PM to 12 Midnight; and 12 Midnight to 8:00 AM The change in the normal work schedules will result in paid lunches for employees on the second and third shifts, which the Employer has agreed to in lieu of any shift premium.

If only one (1) operator-mechanic is working during a day shift, he shall remain on duty during his lunch period and shall be relieved from his shift one-half (½) hour early, without loss of pay.

Section 4. Shift Assignments. Changes in employee shift assignments shall occur each January, each May, and each September. When a shift change is to take place, each employee shall have one (1) of his working days to indicate in writing and in order of seniority his shift preference. This Section sets forth the only times shift changes shall occur.

ARTICLE 17

OVERTIME

Section 1. Overtime in General. Time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week.

As used in this Section, the term "one day" shall refer to the twenty-four (24) hour period commencing with the start of an employee's shift.

Section 2. Consecutive Days of Work. Time and one-half the regular rate of pay shall be paid for all hours worked by an employee on the employee's sixth (6th) consecutive day of work; and double the regular rate of pay shall be paid for all hours worked by an employee on the employee's seventh (7th) consecutive day of work.

Section 3. Holiday Work. All work performed by employees eligible for holiday pay on any of the holidays specified in this Agreement shall be paid at one and one-half (1½) times the regular rate of pay plus holiday pay.

Section 4. No Pyramiding. In no event shall overtime hours and/or premium hours be paid more than once or pyramided (e.g. daily and weekly overtime shall not be paid for the same hours worked, nor shall overtime and premium pay be paid for the same hours worked).

Section 5. Overtime Approval. All overtime must be approved by the appropriate supervisor.

Section 6. Relief Operator Notice. When the Employer knows more than ninety-six (96) hours in advance that a relief operator will be required to fill in for an employee absent due to an authorized vacation or prior approved leave of absence, the Employer shall give such relief operator at least forty-eight (48) hours' notice in advance of the start of the relief shift; and, upon failure to give such notice in such cases, the Employer shall pay the relief operator two and one-half (2½) additional hours pay (at straight time rates and not to be counted as working time) for the first such relief shift worked.

It is understood and agreed, however, that the provisions of the preceding paragraph apply only in the situations prescribed, and do not apply to relief duty performed in cases of sick leave or other cases.

ARTICLE 18

CALL-OUT

Section 1. Minimum Hours. Emergency call-out time will be paid a minimum of three (3) hours at straight time rates.

ARTICLE 19

BULLETIN BOARD

Section 1. Bulletin Board. The Employer shall provide a bulletin board, to be located in the lunch room at the Wastewater Treatment Plant, for posting notices of bona fide employee and Union business.

ARTICLE 20

SAFETY AND HEALTH

Section 1. Exhibit "C" The safety and health provisions set forth in Exhibit "C" attached hereto are made a part hereof.

Section 2. Voluntary Inoculation Program. The Employer shall establish a voluntary inoculation program for regular full-time and regular part-time employees covered by this Agreement. Pursuant to this voluntary inoculation program, the Employer shall offer, at its own expense, the following inoculations according to the following terms and circumstances:

- (a) a typhoid inoculation for an eligible employee, if the employee has never had one;
- (b) an oral polio inoculation for an eligible employee, if the employee has never had any polio inoculation;
- © a tetanus inoculation for an eligible employee, if the employee has not had such an inoculation during the preceding ten (10) years; and
- (d) a tuberculosis inoculation for an eligible employee, if in the course of working for the Employer the employee has been exposed to the bacterium in a documented exposure incident.

An eligible employee covered by the voluntary inoculation program who wants one or more inoculations shall be obligated to so advise the Employer. The Employer shall then have a reasonable opportunity to provide the requested inoculation(s) to the requesting employee.

ARTICLE 21

UNIFORMS

Section 1. Exhibit "A" The Employer shall provide employees with uniforms in accordance with the specifications attached hereto and made a part hereof as Exhibit "A."

Section 2. Restrictions and Regulations. Such Employer-provided uniforms shall be worn by employees during all working hours and shall be regularly laundered and neatly maintained by

the employees. Such uniforms, or any portion of them, shall not, however, be worn by employees at any time or place other than while engaged in the service of the Employer or while traveling directly between such employment and the employee's residence.

ARTICLE 22

WAGES

Section 1. Wages. Employees shall be paid in accordance with the wage schedule attached hereto and made a part hereof as Exhibit "B."

Section 2. Certification Pay. The Employer shall provide certification payments for regular, full-time employees in accordance with the following eligibility requirements.

- (a) An eligible employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class D license from the State Certification Board, shall receive lump sum certification pay in the amount of One Hundred Seventy-Five (\$175.00) Dollars per year.
- (b) An eligible employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class C license from the State Certification Board, shall receive lump sum certification pay in the amount of Two Hundred (\$200.00) Dollars per year.
- (c) An eligible employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class B license from the State Certification Board, shall receive lump sum certification pay in the amount of Two Hundred Twenty-Five (\$225.00) Dollars per year.
- (d) An eligible employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class A license from the State Certification Board, shall receive lump sum certification pay in the amount of Two Hundred Fifty (\$250.00) Dollars per year.
- (e) In order to be eligible for the certification pay prescribed above, an employee must (i) be a regular, full-time employee, (ii) have satisfied the years of continuous employment requirement and the license requirement by August 1 st of the year in which payment is to be made, and (iii) be and remain on the active payroll of the Employer through December 1 st of the year in which payment is to be made.
- (f) The certification payments, for eligible employees, will then be made by December 15th of each year.
- (g) An eligible employee may receive the certification payment pertaining only to his highest license. For example, an eligible employee with a Class C license shall

receive only the certification payment pertaining to a Class C license.

Such eligible employee may not receive the certification payment pertaining to a Class C license plus the certification payment pertaining to a Class D license.

- (h) An employee eligible to receive a certification payment by December 15th who was absent without pay for more than thirty (30) scheduled work days during the immediately preceding fiscal year, July 1 to July 1, shall receive a pro-rata certification payment, if otherwise eligible, based on the ratio of his paid time during such immediately preceding fiscal year in relation to the full-time equivalent.
- (I) In the event the standards or requirements of obtaining any of the above- referenced licenses (i.e. Classes A, B, C or D) are materially lowered or reduced, and/or if the licensing procedures are changed to the extent that these certification pay provisions are no longer appropriate, then and in such event the Employer may discontinue the certification payments contemplated herein.

ARTICLE 23

NO STRIKE - NO LOCK OUT

Section 1. No Strike - No Lock Out. The Union agrees that during the term of this Agreement, it, its members, or any employees in the bargaining unit represented by it, will not call, authorize or participate in any strike, work stoppage or other interruption of or interference with the normal business or activities of the Wastewater Treatment Plant and facility. In the event of any such interference, the Employer shall have such remedies as are allowed by law. The Employer will not lock out employees during the term of this Agreement.

ARTICLE 24

ENTIRE AGREEMENT

Section 1. Entire Agreement. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. Though this Agreement contains the entire agreement between the parties and though during its term neither party shall be required to bargain on any subject whether mentioned herein or not, the parties shall, upon mutual agreement and without opening this Agreement, meet from time to time to discuss future changes to, modifications of, or problems concerning this Agreement and any other matters concerning wages, hours and other terms and conditions of employment.

ARTICLE 25

SEVERABILITY

Section 1. Invalidity. If any Article, Section, paragraph or clause of this Agreement, or any riders thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, paragraph or clause shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article, Section, paragraph or clause 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.

Section 2. Further Negotiations. In the event that any Article, Section, paragraph or clause is held invalid or compliance with or enforcement of which has been restrained, as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section, paragraph or clause during the period of invalidity or restraint.

ARTICLE 26

DURATION OF AGREEMENT

This Agreement shall become effective on the 1 st day of July, 1998, and shall continue in full force and effect from said date until midnight on the 30th day of June, 2001, and shall be automatically renewed from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days' written notice, by certified or registered mail, before the end of the term of this Agreement or before the end of any anniversary date thereafter, of its desire to terminate, modify or change this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL 586, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

CITY OF GRAND HAVEN
A Michigan Municipal Corporation

By: James Shulto
Its Business Representative

By: John Rangelberg
Its Mayor

By: James Mulder
Its Committeeman

By: Sandra Huff
Its Clerk

By: George Gardner
Its Committeeman

EXHIBIT "A"

UNIFORMS

The following first year employee uniforms shall be provided by the Employer:

Four (4) shirts (2 short-sleeve and 2 long-sleeve) per year;

Three (3) pants per year;

One (1) waist-length winter jacket (with zipper for lining) per year;

One (1) lining (not annual) for winter jacket.

Employees who have been employed for more than one year shall receive the following uniforms:

Two (2) shirts per year

Two (2) pants

On alternating years employees will have the option to receive, one waist length winter jacket or one light weight jacket with a vest or sweatshirt.

The Employer shall reimburse an employee for the amount he spends in a year to purchase a pair of work boots, up to a maximum of Seventy five (\$75) Dollars per year, if the employee presents a receipt showing that he purchased a pair of work boots during that year.

An employee may decide not to use but instead to carry forward for one (1) year only his entire boot reimbursement for a particular year. In that event, the Employer shall reimburse an employee for the amount he spends in the second year to purchase a pair of work boots, up to a maximum of One Hundred fifty (\$150.00) Dollars, if the employee presents a receipt showing that he has purchased a pair of work boots during that year.

If an employee receives from the Employer any boot reimbursement of any pair of boots during or for a particular year, he may not carry forward any boot reimbursement to the following year.

Notwithstanding the above, the Employer in its discretion may provide an employee with a pair of work boots in lieu of any and all cash payments during or for a particular year.

EXHIBIT "B"

CITY OF GRAND HAVEN
WASTEWATER WAGE SCALE

	START STEP 1	6 MONTHS STEP 1 ½	1 YEAR STEP 2	2 YEARS STEP 3	3 YEARS STEP 4
OPERATOR MECHANIC 1998-1999	12.543	12.967	13.413	14.250	15.042
1999-2000	12.882	13.317	13.775	14.635	15.448
2000-2001	13.236	13.683	14.154	15.037	15.873

EXHIBIT "C"

SAFETY AND HEALTH

(a) Not less than two (2) members of the bargaining unit shall be on duty during periods when both the "Zimpro" and the "Incinerator" or the "Vacuum Filter" are operating; provided, however, that this provision shall not prevent any one of the members from taking scheduled breaks during such periods, nor shall it prevent using persons other than members of the bargaining unit during temporary periods of emergency or illness.

(b) The Employer shall install a telephone extension in the "Zimpro" room.

(c) The Employee shall be provided, up to an annual amount not to exceed:

\$70.00 Frames

\$75.00 Lenses

\$24.00 Polycarbonate Lenses

for safety glasses. If glasses are damaged or destroyed while performing WWTP on the job responsibilities/work, the employer will provide an additional not-to-exceed amount, for required safety glasses.

(d) The Employer shall participate in the Tri-Cities YMCA Corporate Membership Program, if it is available and if the Employer meets the eligibility criteria for such participation.

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EXHIBIT "D"

CHECK-OFF AUTHORIZATION

Local 586, Service Employees International Union AFL-CIO

VOLUNTARY CHECK-OFF AUTHORIZATION

PRINT NAME

First Middle Initial Last

ADDRESS

Street City State Zip

SOCIAL SECURITY NO.

DATE EMPLOYED WITH CITY

I, the undersigned, an employee of the City of Grand Haven as an operator-mechanic at the Wastewater Treatment Plant and in the bargaining unit represented by the above-designated Union, hereby authorize the Employer to deduct from my wages and to pay to the Union or its authorized representative the monthly membership dues of the Union.

This authorization shall remain in effect unless and until revoked by me in accordance with the provisions of the Collective Bargaining Agreement between the Employer and the Union.

Dated: _____

Signature

CONTRACT # 2141

COUNCIL APPV. DATE 12-6-99

Amendment "A"

The City of Grand Haven and the SEIU Local 586 Unit 29 WWTP Operators have agreed to the following changes to the WWTP contract (expiration date June 30, 2001).

1. Article 13 Section 2 (f) change the employee contribution to 2%.
2. Article 12 Section 1 incorporate language to guarantee that the contract will be reopened on July 1, 2000 to discuss increased health care costs.

Local 586 Unit 29 WWTP Operators

City of Grand Haven

Jim Mulder 12-14-99
Jim Mulder Date
President Unit 29

Edward H. Lystra 12-8-99
Edward H. Lystra Date
Mayor

Terry Van Eyck 12-17-99
Terry Vaneyck Date
Local 586
Businesses Agent

Sandra Huff 12/6/99
Sandra Huff Date
City Clerk

Nancy Baer 12-17-99
Witness Date

Mary A. Smedley 12/6/99
Witness Date