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AGREEMENT
between
HOLLAND BOARD OF PUBLIC WORKS
and
SERVICE EMPLOYEES AFL - CIO
Local #586, Unit #7

Holland, City of

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AGREEMENT

This Agreement made and entered into by and between the City of Holland on behalf of the Board of Public Works, Holland, Michigan, hereinafter referred to as the "Employer" and Local 586, affiliated with Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH

In consideration of the Premises and the mutual covenant and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE 1

PREAMBLE

Whereas, it is the desire of the parties to this Agreement, to continue to work together harmoniously and to promote and maintain the relations between the Board and the Union which will serve to the best interest of all concerned, now, therefore, the parties hereto agree as follows:

ARTICLE 2

RECOGNITION

The Board recognizes the Union as the exclusive representative of all non-supervisory, non-professional, non-office clerical employees of the Holland Board of Public Works, excluding supervisors and all other employees, for the purpose of collective bargaining with respect to rates of pay, wages or salary, hours of work and other terms and conditions of employment. Nothing herein contained shall abridge the right of the individual employee to have his/her grievance adjusted consistent with the terms of this Collective Bargaining Agreement, provided the bargaining representative has been given an opportunity to be present at such adjustment.

ARTICLE 3

UNION SECURITY

Section 3.1 To the extent that the laws of Michigan permit, it is agreed that members covered by this Agreement at the time it becomes effective and who are members of the Union at that time, and all employees who voluntarily become members thereafter, shall be required as a condition of continued employment to maintain his/her membership in the Union to the extent of paying the periodic dues uniformly required as a condition of maintaining membership.

Section 3.2 Eligible employees who were not members of the Union as of July 1, 1980, shall not be required to join the Union, nor pay an Agency fee, nor pay a Charity fee. However, if

such employee later joins the Union, such employee must maintain his/her membership and pay the required dues or Agency fee equal to the amount of regular monthly dues.

Section 3.3 All employees hired on or after the July 1, 1980 date, as a condition of continued employment, shall either join the Union or pay an Agency fee equal to the amount of regular monthly dues paid by employees who are members of the Union.

Section 3.4 An employee who has a *bona fide* religious objection to paying Union dues or an Agency fee may pay a Charity fee equal to the monthly Agency fee. All Charity deductions will be made through authorized payroll deductions, and will be paid quarterly by the Board of Public Works to the Charity designated in the name of the employee. Designated charities are the Greater Holland United Way and the Holland Salvation Army.

ARTICLE 4

CHECK OFF

Section 4.1 The Board will deduct from the wages of each employee, who individually and voluntarily certifies in writing to the Board, on standard forms to be provided by the Union, that he/she authorizes such deductions, the uniform monthly dues in effect at the date of deduction. Such authorization shall not apply to fines or special assessments. Such authorization shall be effective starting the month following receipt by the Board.

Section 4.2 The authorization shall continue in effect for yearly periods beyond the original date of authorization unless revoked by the employee not more than twenty (20) and not less than ten (10) days prior to the anniversary date of this Agreement in any year during the term of this Agreement or the ten (10) day period prior to the termination date of this Agreement or any extension thereof, whichever occurs sooner.

Section 4.3 The Board will promptly remit the dues deducted pursuant to such assignments, with a written statement of the names of the employees for whom deductions were made. Normally the deductions will be from the payroll ending nearest to the mid-month for the then current Union dues.

Section 4.4 In the event employees have no earnings from work during the regular monthly deduction period, his/her Union dues shall be checked off at the next regular deduction period.

Section 4.5 The Union agrees to indemnify and hold harmless the Board for any loss or damages or claims arising from the operation of this Article. It also agrees that neither any employee nor the Union shall have any claim against the Board for any deductions made or not made as the case may be unless a claim of errors is made in writing to the Board within ten (10) calendar days after the date the deductions were made or should have been made.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.1 The Board retains exclusively all its customary and normal Functions of management of the affairs of the Board not otherwise restricted by the language of this Agreement including but not limited to, the right to hire, recall, transfer and promote employees, to reprimand, demote, suspend, discipline and discharge employees for just cause, to lay off employees for lack of work or other legitimate reason, to establish and enforce reasonable rules, and to maintain discipline and efficiency of employees. The Union reserves the right to grieve, in accordance with the procedure provided herein, when action taken by the Board may reasonably and sensibly be claimed to be contrary to a specified limitation, set forth in this Agreement, of such rights of the Board.

Section 5.2 Nothing in this Agreement shall prevent non-bargaining unit personnel from performing bargaining unit work provided the performance of such work by non-bargaining unit personnel does not result in lay off of members of the bargaining unit, nor result in loss of scheduled overtime for bargaining unit personnel.

Section 5.3 Without limitation, and by way of illustration of rights covered by Section 5.1, it is recognized that the Employer has the right to change, eliminate, add, or combine departments or classifications.

Employer agrees to negotiate the classification seniority of affected employees. The provision of Section 36.3 will be followed.

ARTICLE 6

REPRESENTATION

Section 6.1 All employees who are covered by this Agreement shall be represented for the purpose of the grievance procedure by stewards chosen by the Union in the areas as set forth below and by a Bargaining Committee which shall represent the employees in bargaining and the higher levels of the grievance procedure. The Bargaining Committee shall be composed of five (5) employees selected by the Union, provided that no more than four (4) employees will be paid if meetings are held during their normal working hours and provided that no more than one (1) member shall be from any one department. If the bargaining unit is unable to comply with the last provision, the Board of Public Works and Union shall meet to agree on how to complete the committee.

Section 6.2 A steward shall serve in his/her respective work locations as employee and union representative. There will be one steward for each of the following areas:

Electric Production
Water Treatment
Wastewater Treatment
Electric Distribution
Service Center

Section 6.3 The names of stewards, committeepersons, and alternates shall be given in writing to the Board. No stewards, committeepersons, or alternates shall function as such until the Employer has been advised in writing by the officers of the local union or international or local representatives. Any changes in stewards, committeepersons, or alternates shall be reported to the Board, in writing, as far in advance as possible.

Section 6.4 Executive Officers of the International Union or local and/or their representatives duly authorized to represent the Union will be permitted to participate in any discussion arranged pursuant to other provisions of this Agreement relative to hours, wages, and working conditions at any time.

Section 6.5 Any stewards, committeepersons, alternates having an individual grievance in connection to his/her own work may ask another member of the committee to assist him/her in adjusting the grievance.

Section 6.6 Any day when a steward is not scheduled or is not at work because of an excused absence, an alternate steward from among the employees working may fulfill the functions of the absent stewards, provided the Board is notified, in writing, of the designation of the alternate steward.

Section 6.7 Four (4) members of the bargaining committee attending bargaining meetings scheduled during the working hours by mutual agreement of the Union and the Board will receive their straight-time regular rate of pay for time lost from their regular scheduled hours because of participation in such meetings, provided non-bargaining unit personnel may fill in for such employees absent during their regular hours to participate in such joint meetings.

Section 6.8 The Employer will provide to the Union with sufficient copies of the current contract to distribute to all of its members. The Union will be responsible for the distribution of the contracts to the Union membership.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 7.1 A grievance is defined as a claim, reasonably and sensibly founded, of a violation of a specific provision or provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated and it shall summarize the facts pertaining to such alleged violations, and specify the relief requested.

Section 7.2 All time spent in connection with grievance investigation and processing shall be done during non-work time, except for scheduled meetings with management which are specifically provided for in this Article. Such meetings shall be scheduled during working or non-working hours by the mutual agreement of the parties. Employees shall notify their supervisor before stopping work to attend such a meeting with management.

Section 7.3 Step One. Any employee who has a grievance shall discuss the grievance with their Supervisor within seven (7) calendar days following the occurrence of the alleged grievance. For employees on authorized leave, the initial period for discussing the grievance shall be fourteen (14) calendar days after return from leave or forty-five (45) calendar days after occurrence of the incident giving rise to the grievance, whichever is sooner. Any resolution of the grievance at this Step One shall be without precedent. The Supervisor shall respond to the grievance within seven (7) calendar days.

Section 7.4 Step Two. If the grievance is not resolved at Step One, the Union may file a written grievance within seven (7) calendar days after the Supervisor's Step One answer. The grievance will state when the grievance was discussed at Step One, the name of the Supervisor, and the date of the Supervisor's verbal response. The grievance will be filed with the Superintendent, or Supervisor's Superior, who shall meet with the Chief or Department Steward whichever is designated by the Union, in an attempt to settle the issue. Each party may be accompanied by one other person at this meeting. The Superintendent, or Supervisor's Superior, shall return a written decision of the grievance within seven (7) calendar days after the meeting.

Section 7.5 Step Three. If the grievance is not settled at Step Two, the Union President or his designee may appeal by giving written notice to the General Manager within seven (7) calendar days after the Step Two Answer. If the Union President decides to appeal the Employer's decision, he shall contact the General Manager to schedule a meeting. The General Manager or his designee will make himself available for the meeting within fourteen (14) calendar days of the Union's President request. The Local Representative and up to two (2) additional Union representatives and the General Manager and up to two (2) additional management representatives shall meet in an attempt to resolve the grievance. Following this meeting, the General Manager will provide the Union with a written response within seven (7) calendar days of the meeting.

Section 7.6 If the grievance is not resolved by any of the above steps, the Union may, within fourteen (14) calendar days after receipt of the answer of the General Manager, give notice in writing to the General Manager of its intent to submit the grievance to arbitration.

Section 7.7 The arbitrator shall be selected from the following panel of seven names by each party deleting in turn one name until only one remains: Elliot Beitner, Mario Chiesa, William Daniel, Mark Glazer, Daniel Kruger, George Roumell, and Jack Steiber.

The Arbitrator may determine the effective date for his/her disposition of a grievance, but no award shall be retroactive to a date more than thirty (30) days prior to filing the grievance.

The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this Agreement and shall not add to, detract from or alter in any way its provisions. The arbitrator shall have no jurisdiction to determine wage rates on new or changed job classifications. The arbitrator's decision shall be final and binding on both parties.

Section 7.8 The arbitrator will be requested to provide his/her written award within thirty (30) days of receipt of closing briefs from the parties, but the final decision as to when the award will be issued will be within the arbitrator's authority.

Section 7.9 If additional time is deemed necessary to properly investigate matters relative to the grievance at any of the steps outlined above, such additional time may be granted only if mutually-agreed upon between the Union and the Board. Failure to abide by the time limits set forth herein shall result in dismissal of the grievance.

Section 7.10 The expenses and fees of the arbitrator shall be shared equally by the parties. The parties shall bear individually the cost of presenting their respective cases in arbitration.

ARTICLE 8

SENIORITY

Section 8.1 New employees will be considered as probationary employees until they have been employed continuously for twelve (12) months. After the completion of the probationary period, the employee will be considered as a regular employee and his/her seniority will be the last date of hire. Probationary employees may be laid off or dismissed without recourse to the grievance procedure. Part-time employees do not accrue seniority.

If the Board hires permanent, regular, part-time employees, the Board shall promptly notify the Union and shall, upon request by the Union, promptly enter into negotiations concerning the wages, benefits, and other terms and conditions of employment of such part-time employees. Such negotiations shall not extend to other matters, and shall not cover terms and conditions of

employment which are already established by the language of the collective bargaining agreement.

Section 8.2 When an employee completes probation, the employee's name shall be placed on the appropriate seniority list.

Section 8.3 Seniority shall be accrued in the following areas, and in the following manner:

Unit-wide seniority shall be the length of uninterrupted employment with the Board of Public Works, within the bargaining unit, commencing with the latest date of hiring less such time as seniority was not accrued during the employee's absence as provided in this Agreement, which includes time lost due to the employee being laid off.

Section 8.4 Departmental seniority shall be determined to be the amount of accumulative service within a department, commencing with the latest hiring date. (The exercise of departmental seniority is limited to the employee's current department.)

Section 8.5 Classification seniority shall be determined to be the amount of accumulative service within a classification, commencing with the latest hiring date. (The exercise of classification seniority is limited to the employee's current classification.)

Section 8.6 In order to preserve the integrity of the Union's Pension system, any employee transferring out of the bargaining unit to a non-bargaining position may generally not return to the bargaining unit. The only exception would be for unique and compelling reasons, and will require the approval of the Board and a letter of agreement from the Union.

ARTICLE 9

SENIORITY LISTS

Section 9.1 Up-to-date seniority lists shall be made available to all employees for their inspection; either by posting where practical or by satisfactory equivalent method. The seniority list shall contain each employee's name, classification seniority date, departmental seniority date and unit-wide seniority date.

Section 9.2 Every six (6) months the Employer shall provide the Union with two (2) up-to-date and complete seniority lists. Such lists shall include the name and the most current address provided to the Employer by the employee.

Section 9.3 Loss of Seniority:

Employees will lose their seniority status:

- (1) When an employee quits or is discharged.
- (2) When an employee is laid off for more than twenty-four (24) months.
- (3) When an employee is absent for three (3) consecutive work days without permission, which permission shall not arbitrarily be withheld.
- (4) When an employee fails to report to work within three (3) work days after notice of return to report from layoff.
- (5) Failure to report the first work day after an unpaid leave of absence expires.

ARTICLE 10

LAYOFFS AND RECALLS

Section 10.1 It is understood that in the case of layoffs, the employee retained must have the skill and ability to perform the duties normally associated with the assignment.

Section 10.2 Subject to these general conditions, when it becomes necessary to lay off, the employee with the least seniority in the classification affected will be laid off first, subject to Section 10.3 below.

Section 10.3 The senior employee in the classification will be laid off. That employee may bump a junior employee in the classification, or may be laid off. This procedure will be followed until the layoff process is completed. If the layoff lasts longer than expected, the senior employee may elect to return to work and bump a junior employee in the classification.

Section 10.4 Employees laid off from their department after following the above procedure will be given first consideration in case of a job opening in other departments.

Section 10.5 The classifications and departments are listed in Schedule "A" which is incorporated herein by reference.

Section 10.6 In case of change in classification or department because of exercise of the above rights, the employee moving to the new classification or department shall receive a rate of pay within the rate range of the new job commensurate with his/her skill and ability.

Section 10.7 In the event the Board determines to establish a new classification, the Board shall determine the content of the job and the requirements and qualifications to be met by persons

considered for employment in the new classification. The wage rate for the new classification will be established by the Employer based on the contents and requirements of the job.

Section 10.8 In case of recall, employees will be returned to their own department before any other laid-off employee with less seniority in the department is recalled.

Section 10.9 When recalling laid-off employees to work, the department will notify in person or by mail or telegram to the employee's last known address. The Board's obligation is satisfied if the last known address given by the employee is used. The employee so notified shall report to work within three (3) work days after date of his call-back notice.

Section 10.10 If an employee is displaced from their current job classification as a result of an arbitrator's reinstatement of a discharged employee, the Employer will meet with the Union to consider ways in which the impact on the displaced employee can be eased. All relevant circumstances and possibilities may be discussed, although the Employer reserves the final decision on any action which is not otherwise required by contract.

ARTICLE 11

TRANSFERS AND PROMOTIONS

Section 11.1 All permanent job openings in all classifications shall be posted on the bulletin board within departments for a minimum of three (3) work days from Monday to Friday and shall be open to bid by employees. The Board may fill any vacancy on a temporary basis for a period not to exceed sixty (60) days. The Board has the right to hire outside the department to fill a position whenever a job is not filled by an employee from within.

Section 11.2 In the event of a job opening, the senior employee in the established Job Group who bids and possesses the minimum qualifications shall be given the position. The existing Job Groups are listed in Schedule C.

Section 11.3 If the opening is not filled from within the established Job Group, the first consideration will be given to the most senior departmental employee (i.e. currently working in the department) who bids and has the overall qualifications to handle the responsibilities of the job within 60 days. Overall qualifications shall consider such factors as skill, ability, applicable test results, work record, dependability, and others. Any test administered for use in connection with this procedure may be verified for consistency (i.e. all candidates for the opening are given the same test) by a single union official, either the President or Chief Steward, and in strict confidence.

Section 11.4 If no departmental employee is awarded the position, then the position will be open to all candidates including employees from other departments, other areas of city employment, and applicants for employment. The job will be awarded to the person with the

best overall qualifications; however, first consideration will be given to present BPW employees where overall qualifications are relatively equal. Overall qualifications shall consider such factors as skill, ability, applicable test results, work record, dependability, BPW seniority, and others.

Section 11.5 The Board need not entertain more than one (1) successful bid from an employee during any six (6) month period. A "successful bid" is defined as a bid which results in an offer of the position, regardless of whether or not the offer is accepted by the employee.

Section 11.6 The employee filling the vacancy shall be given a fair trial period to prove his/her ability. The length of the trial period will depend upon the difficulty of the job and the early performance of the employee. In the event the trial period is to be extended beyond sixty (60) days, the Union will be notified of the extension and the reasons for it. Any dispute regarding applications of this provision will be subject to the grievance procedure.

Section 11.7 If the employee is unable to qualify within the trial period, the employee shall be returned to the employee's former position and pay level. Any other employee(s) who is (are) displaced by this process shall likewise return to their former classification and pay level.

Section 11.8 An employee may exercise the prerogative to refuse a promotion or permanent transfer without loss of seniority. Such refusal may take place only during the first thirty days of the trial period. If an employee does refuse a promotion or permanent transfer the employee will be returned to the employee's former position and pay level. Any other employee(s) who is (are) displaced by this process shall likewise return to their former classification and pay level.

Section 11.9 Any employee moving permanently to a classification bearing a lower starting rate than the rate he/she received at the time of change in classification shall receive a rate in the rate range of the new classification commensurate with his/her skill and ability but, under no circumstances will the rate paid exceed the top of the rate range in the new job classification, and shall be subject to such further increment adjustments in the new classification until the top rate for the working classification is received.

ARTICLE 12

WORKWEEK AND WORKDAY

Section 12.1 The regular workweek for all employees will be forty (40) hours. The regular workday will be eight (8) hours. By mutual agreement between the Employer and the Union, a particular department, work group, or position may be placed on an other than eight (8) hour workday schedule. More than fifty (50) percent of the affected bargaining unit employees must support the trial period in order for the Union and Employer to implement the trial period. In all cases a ninety (90) day trial period will be implemented. Either party may extend the trial period for a second ninety (90) days and the trial may be extended for additional ninety (90) day

period(s) by mutual agreement between the Employer and the Union. Either party may cancel the trial period by fourteen (14) days written notice. At least sixty (60) percent of the affected bargaining unit employees must support a permanent change in order for the Union and Employer to implement a permanent change.

An other than eight (8) hour workday schedule will not affect the full time status of any employee who is paid for at least 2080 hours during the year.

Section 12.2 Biweekly payroll periods will be closed at Midnight of alternate Saturdays and pay checks normally will be distributed in the afternoon of the Thursday following.

Section 12.3 Breaks and Meal Periods. Employees working at least eight consecutive hours will receive two fifteen (15) minute breaks. Employees working four or more consecutive hours, but less than eight hours, will receive one fifteen (15) minute break. Employees working less than four consecutive hours are not entitled to a paid break period.

All breaks are paid and will be scheduled by supervision. During all paid breaks, employees are required to remain on the premises and to be available for emergency assignment as requested. Special arrangements may be made for off premise workers.

ARTICLE 13

OVERTIME

Section 13.1 The Board has the right to require employees to work overtime. In the event that supervision experiences difficulty in getting overtime done willingly, the work will be assigned in a generally non-discriminatory manner.

All authorized overtime worked over forty (40) hours per week or over eight (8) hours per day by employees on hourly basis will be paid for at time and one-half (1 ½) the regular hourly rate. However, as provided by Article 12, Section 1 of the Agreement, this provision will not apply to hours worked over forty (40) hours per week or over eight (8) hours per day by employees placed on an alternative work week schedule pursuant to an agreement between the Board and the Union. Further, the Board by mutual agreement with the employee, as an alternative to paying for overtime, may schedule compensatory time-off within the pay period, at the rate of one and one-half hours off for each hour worked. There shall be no pyramiding of overtime hours or pay under any provision of this Agreement.

Section 13.2 For the purpose of computing overtime, an employee absent on authorized leave with pay, including sick leave, jury leave, holiday or vacation, shall be considered to have worked his/her normal work shifts during such absences. Employees absent on unpaid leave shall not be considered to have worked during such absence.

ARTICLE 14

CALL-OUT

Section 14.1 An employee called to work at a time other than his/her scheduled work shift shall be paid a minimum of two hours pay at the rate of one and one-half times his hourly rate or one and one-half times his/her hourly rate for actual hours worked, whichever is the greater.

Section 14.2 Two (2) or more consecutive call outs may be considered as one call out within the meaning of this provision, provided in such a case the time intervening between the separate call outs shall be considered and paid as time worked.

Section 14.3 On call-out time, there shall be either a meal provided or a six dollar (\$6) meal allowance for every four hours worked. Breaks and meal periods while on call-out are governed by Section 12.3.

Section 14.4 A six dollar (\$6) meal allowance shall be paid or a meal shall be provided for every four continuous hours of unscheduled overtime. If the employee receives notice at least nine (9) hours in advance of the overtime, the allowance will not apply.

Section 14.5 If an employee works on a call out within eight (8) hours of the start of the employee's next scheduled shift, then by mutual agreement between the employer and the employee, the employee may be released from working up to as many hours during such regular shift as the employee actually worked on such call out. As provided in Section 14.1, releasing an employee early in no way effects an employees call-out pay.

Section 14.6 Mutual Aid Work. If storm work is being performed in another municipality pursuant to a mutual aid agreement, and the employees of that municipality are being paid premium time for storm work as such (not overtime), and if the Holland BPW is reimbursed under the mutual aid agreement, then the employees who work will be paid at the premium rate (e.g. 1 ½, 2) in effect at the other municipality. This shall not effect the base hourly rate or any other benefit and such premium pay will not be pyramided with other premium or overtime pay.

ARTICLE 15

STAND-BY

Section 15.1 When an employee is placed on "stand-by" between midnight Friday and the starting time of his/her regularly scheduled shift the following Monday, and is on stand-by during a holiday, he/she shall receive four (4) hours pay at his/her regular straight time rate each for Saturday stand-by, Sunday stand-by and holiday stand-by. An employee placed on stand-by from the end of his/her shift on Friday until Friday midnight or Holiday eve (both shall not apply) shall receive two (2) hours pay at his/her regular straight time rate. The stand-by

assignments of the Water Distribution Department and the Waste Collections system may be combined without duplication of payments or pyramiding.

Stand-by on non-holiday weekdays (Monday-Thursday from the end of one shift until the starting of the next regular shift) will be on a volunteer basis, paid one and one-half (1 ½) hours at the regular, straight time rate.

Section 15.2 A "stand-by" employee agrees to hold himself/ herself available for special calls outside his/her regularly-scheduled working hours by remaining at his/her place of abode, or if elsewhere by leaving word with a person designated by the Board as to where he/she may be reached.

Section 15.3 If called out, employees on "standby" will receive in addition to stand-by pay provided above, a minimum of two additional (2) hours pay at overtime rate for each such call or for actual hours worked, whichever is greater. Two (2) or more consecutive call-outs may be considered as one call-out within the meaning of this provision, providing in such case the time intervening between the separate calls shall be considered and paid for as time worked. In computing time worked, for purposes of this section, in keeping with past practice all time will be counted as work time from when the employee leaves home until his/her return.

Section 15.4 Failure of an on-call employee to be available for a call out will result in forfeiture of stand-by pay described above for that day. In addition, the employee will be subject to discipline if he/she lacks sufficient reason for the failure to be available.

ARTICLE 16

INJURY LEAVE

Section 16.1 An employee injured on the job who has sick leave or vacation accrued may elect to use such time as paid injury leave in conjunction with Workers' Compensation payments. Any other employee may be granted a leave of absence without pay as provided below and shall be paid in accordance with the Workers' Compensation Law.

Section 16.2 If an employee elects paid injury leave, his/her sick leave and/or vacation shall be charged at the full rate for the first week of disability due to injury, and at a fraction of the full rate for the following weeks until sick leave and/or vacation is used up. The fractional charge shall be the ratio between full pay and the amount of pay remaining after the deduction of Workers' Compensation payment. If the disability lasts longer than two (2) weeks, the fractional charge against sick leave and/or vacation shall be applied to the first week also.

Section 16.3 If paid injury leave is not elected, or an employee has no sick leave or vacation accrued, or his/her injury leave as provided above is used up before he/she is able to return to

work, he/she shall be granted a leave of absence without pay for a reasonable period upon recommendation of a physician approved by the Board.

Section 16.4 While on injury leave or leave of absence for duty-incurred disability, an employee shall continue to earn vacation and sick leave at a regular rate.

Section 16.5 To be eligible for injury leave an employee shall immediately report any injury, however minor, to his/her supervisor and take, or waive in writing, such first aid treatment as may be recommended.

Section 16.6 An employee on occupational injury leave shall not receive a combination of Workers' Compensation payment and leave pay in excess of his/her regular pay for a forty (40) hour workweek.

ARTICLE 17

VACATION

Section 17.1 Vacation time will be computed from the employee's date of hiring. Vacation eligibility will be as of the employee's employment anniversary date in accordance with Section 17.6.

Section 17.2 Vacations will be scheduled at times mutually agreeable to the employees and the Board consistent with proper and efficient conduct of department functions. Seniority shall be honored in deciding between the employees' requests for equally available vacation periods. Vacation schedules will be posted for the summer months for the employees' preferences to be noted prior to April 1st.

Section 17.3 Shift employees in the Power Plant shall be allowed to bid prior to February 1 of any year for their preference on the first week of vacation and preferences for the first week shall be granted in order of seniority, subject to the needs of the Board to have qualified personnel available. Once the first week has been selected, it shall be protected against exercise of seniority rights by other employees at any later date.

Section 17.4 Between February 1 and April 1, shift employees in the Power Plant may designate their choice for the balance of their vacation time and such choices shall be granted in order of seniority, subject to the needs of the Board to have qualified personnel available. Employees' selections shall be protected against exercise of seniority rights by any other employees at any later date.

Section 17.5 After April 1, seniority shall not be a determining factor in selection of vacation time nor may it be used to displace other employees' earlier selections.

Section 17.6 Employees who otherwise qualify shall be entitled to the following schedule of benefits:

- A. After completing one full year of employment, employee will receive five (5) days of vacation.
- B. After completing two full years of employment, employee, will receive ten (10) days of vacation.
- C. After completing seven years of employment, employee will receive fifteen (15) days of vacation.
- D. After completing seventeen full years of employment, employee will receive twenty (20) days of vacation.
- E. After completing twenty-four years of employment, employee will receive twenty-five (25) days of vacation.

Section 17.7 Vacations earned during one employment year are paid the following employment year. To receive a vacation, an employee must be on the payroll as of his/her employment anniversary date. If a person leaves the employment of the Board of Public Works, he/she will be paid for any unused vacation earned the previous year but not taken.

If an employee leaves prior to his/her anniversary date, no vacation credit will be given for the year in which employment terminates. However, an employee who retires in accordance with provisions of the MERS retirement plan will be paid vacation pay prorated according to the number of months worked in the vacation year in which he/she retires.

Section 17.8 In case of illness or injury whereby an employee is not able to continue working, he/she will be carried on the payroll until their anniversary date for the purpose of qualifying for vacation benefits earned during the year, and after their anniversary date will be paid vacation pay pro-rated according to the number of months worked.

Section 17.9 Vacation time is not cumulative and will be forfeited if not taken by the employee's next employment anniversary date, except for carryover permitted by Section 17.10 and 17.11 or in other cases where scheduled vacations are delayed or postponed at the Board's request. No payment will be made for vacation not taken, except as provided in Section 17.10 and 17.11.

Section 17.10 Employees with two weeks' vacation or less will be allowed to "carry-over" one week to the next vacation year.

Section 17.11 Employees with seven (7) years of service that have earned three weeks of vacation or more will be allowed to request one week of vacation pay per year.

Section 17.12 Shift personnel, except shift personnel in the Power Plant, shall be allowed to take two (2) week's vacation (maximum 10 days) one day at a time, provided the employee requests the time off in writing at least one week in advance, and otherwise complies with the terms of this agreement. Shift Personnel in the Power Plant shall be allowed to take two (2) week's vacation (maximum 10 days) one day at a time, provided the employee requests the time off in writing at least one week in advance and the request does not require the Power Plant to schedule overtime and otherwise complies with the terms of this agreement. However, if there are un-staffed positions in the Power Plant that negatively affect the Power Plant's ability to avoid overtime, the Employee will not be unreasonably denied vacation.

ARTICLE 18

SICK LEAVE BANK

Section 18.1 Sick Time Bank. All regular employees who have accumulated unused sick time may place up to 50 days of the unused sick time in the sick time bank. This bank may be used if an employee is unable to work due to illness or injury lasting seven (7) consecutive working days or longer, with medical verification. Employees may add unused vacation and/or unused personal leave days to this sick bank.

Section 18.2 Medical Leave of Absence. When an employee goes out on an approved Medical Leave of Absence or has been transferred to a different job for medical reasons, his/her former position will be held for a sixty (60) day period or the period required by FMLA, whichever is longer. Management may fill the job on a temporary basis. If the employee has not returned to his/her former position by the end of the sixty (60) day or FMLA period, the position will be posted for bid.

If the employee is able to return to his/her former position within eighteen (18) months, he/she will be eligible to do so providing he/she is capable of performing all of the required duties. If the employee returns to his/her former position, the individual filling the job will return to his/her former classification and rate of pay. Any other employee(s) displaced by this process will also return to their former classification with its current pay grade.

An employee who remains on Medical Leave of Absence in excess of eighteen (18) months will have to seek an open position for which he/she is qualified through the job bidding procedure. When an employee goes out on an approved Medical Leave of Absence or has been transferred to a different job for medical reasons, his/her former position will be held for a sixty (60) day period or the period required by FMLA, whichever is longer. Management may fill the job on a temporary basis. If the employee has not returned to his/her former position by the end of the sixty (60) day or FMLA period, the position will be posted for bid.

If the employee is able to return to his/her former position within eighteen (18) months, he/she will be eligible to do so providing he/she is capable of performing all of the required duties. If the employee returns to his/her former position, the individual filling the job will return to his/her former classification and rate of pay. Any other employee(s) displaced by this process will also return to their former classification with its current pay grade.

An employee who remains on Medical Leave of Absence in excess of eighteen (18) months will have to seek an open position for which he/she is qualified through the job bidding procedure.

Section 18.3 In cases of absences for personal injury incurred during paid supplemental employment by an employer other than the Board and in other cases where a question exists as to the employee's fitness to perform assigned work, prior to returning to work, the Board may require the employee to furnish a doctor's statement regarding the employee's physical condition and his/her ability to perform duties as required, or may require the employee to undergo a medical examination.

Section 18.4 Authorized holidays occurring within a period of sick leave, for which an employee is normally not required to work and for which he/she normally receives holiday pay, will be charged to holiday pay and not to sick leave.

Section 18.5 If an employee is admitted to a hospital as a result of an injury or illness commencing prior to or during vacation leave, the employee may request sick leave in lieu of vacation pay.

Section 18.6 No payment will be made for accrued sick leave upon termination of employment with the Board.

ARTICLE 19

FLEXIBLE SPENDING ACCOUNTS

Flexible Spending Accounts is a program allowed under Section 125 of the Internal Revenue Code, which gives you the opportunity to use before-tax dollars to pay for medical and child care costs previously paid for with after-tax dollars.

There are two categories of expenses that qualify for this plan. They are:

Medical bills that are not paid for by insurance. This also includes deductibles and premiums. Worksheets are available to assist you in determining how much you may consider contributing to this portion of your flexible spending accounts.

Day care for a dependent, which includes children under 13, a dependent parent, or any physically or mentally challenged person under your care.

If you enroll in the Flexible Spending Account program, the amount of money that you specify will be placed in your spending account through payroll deduction. This money remains in your account until you need it and is not taxed. You simply bring in receipts for expenses that qualify for the plan you selected and you will be reimbursed within approximately two weeks with money from your spending account. The only "catch" to this program is that any money still in your account at the end of the plan year (calendar year) is lost. Therefore, you must plan carefully to determine your expected eligible spending for the year. There is no cost for you as an employee to participate in this benefit. The cost for the administration of this program is paid for by the Employer.

ARTICLE 20

DEFERRED COMPENSATION

Full-time and eligible part-time employees will be eligible for participation in the deferred compensation plans offered by the Employer, as they may be changed at any time by the Employer. Deferred compensation programs provide an opportunity for employees to defer a portion of their earnings until later, thereby gaining possible valuable tax advantage. Details are available at the Human Resource Office.

This plan is a voluntary arrangement for an employee which permits you to authorize a portion of your salary to be withheld and invested. This will be payable to you at a later date. The deferred amount and the earnings on the investments are not subject to current federal and state income laws. Taxes must be paid when the deferred income, plus earnings, are distributed to you, most commonly at retirement when you are in a lower tax bracket. We currently offer two plans: ICMA and The Hartford. Any questions you have about this plan can be answered at the Human Resource Office.

ARTICLE 21

GROUP INSURANCE

Section 21.1 The group hospital-medical insurance plan known as Michigan Blue Cross/Blue Shield Variable Fee Plan (MVP) now in effect providing for ward coverage shall be continued for the life of this Agreement, subject to availability of said plan, with premium for the employee's coverage being paid by the Board for those dependents properly enrolled in the plan, excluding any special dependent riders.

Section 21.2 The terms of health insurance plan covering hospitalization and doctor charges while hospitalized shall continue, except that the Master Medical Rider shall be modified to Option II to provide for \$100 deductible for one person and \$200 deductible for two persons and family, and a prescription Drug Program with \$2 co-pay as described in the PDP literature furnished with the plan by the carrier.

Section 21.3 The cost of the premium for the present health insurance plan, the revised Master Medical Rider, and the Prescription Drug Program with \$2 co-pay shall be paid in full by the employer for the duration of this Agreement.

Section 21.4 Extended payment of Blue Cross/Blue Shield: The Employer will continue to pay the premium for employees on non-pay status, i.e., after all sick leave, vacation time, personal leave days, etc., have been used until the time the Wage Continuation Insurance Plan becomes applicable, at which time, the employee may continue coverage by continuing to pay the full premium at the City's group rate. The foregoing is available to employees at such time as they accumulate four years of service.

Employees are also eligible for the Blue West plan, First Aid and Emergency & Reasonable & Customary rider (FAE-RC). The Blue West Program will be available at the employee's option and cost, to be paid by payroll deduction.

Note: This section is subject to the provisions of federal legislation (C.O.B.R.A.). The Employer will fully comply with such legislation and to the extent that this Section is inconsistent with federal law, that law will control.

Section 21.5 Employer reserves the right to change carriers provided any new carrier will provide benefits at least equal to benefit levels negotiated in this Agreement.

Section 21.6 The cost of the premium for \$30,000 term life insurance with accidental death and dismemberment coverage will be paid by the Employer. Details of eligibility are covered in the Master Agreement. The short term benefit plan is as follows:

The plan provides 65% of the employee's gross weekly income up to a maximum of \$900 per week if the employee is disabled. The employee is eligible for this disability benefit only when his/her accrued sick leave has been exhausted and after a minimum of thirty (30) calendar days of disability. This benefit will be paid for a maximum of 48 weeks or until the employee is no longer disabled, whichever is less. Coverage begins the 1st of the month following 90 days of employment.

Section 21.7 Each employee is responsible for keeping the Employer informed of the current number and status of dependents. Any lack of coverage or incorrect coverage which results from an employee's failure to comply with this Section will be the employee's responsibility. Any overpayments by the Employer will be reimbursed by the employee, including payroll deductions at the Employer's option.

Section 21.8 The group dental insurance plan of Blue Cross/Blue Shield known as the 100-50-50 plan with an \$800 maximum per person per year, will be purchased for all eligible employees and their eligible dependents. The maximum cost to be paid by the Employer for this insurance

will be \$46.98 per month for a family, \$26.10 per month for a two person family, and \$16.77 per month for a single employee. Future premium increases will be shared 50-50 by employer and employee and the Employer is hereby authorized to proceed with payroll deductions of the employee's contribution.

Section 21.9 Retirees. Consistent with the rules and regulations of the Michigan Employees' Retirement System and the Michigan Hospital Service, employees who are enrolled in the City's group health insurance and Master Medical Plan shall be allowed to maintain their enrollment in these programs and shall privately pay for the premiums under the City's group rate. Benefits and payment arrangements shall be continued for the beneficiary and/or dependents.

- a. In addition, an employee who retires after April 1, 1999, at age 55 or older, (or who retires after April 1, 1999 on duty-related disability at an earlier age), but who has not yet attained age 65, will be eligible for Employer-paid health insurance, subject to the following:
- b. The Employer will pay for single coverage, up to \$110.00 per month, or double (couple) coverage, up to \$225.00 per month.
- c. No payment will be made if the employee is able to obtain no cost coverage through other employment or through a spouse's employment. However, retired employees who are eligible to receive hospital, surgical and medical coverage from another employer-sponsored plan, may request reimbursement for any premium cost up to a maximum as stated above.
- d. The coverage which is provided may be changed if the overall group plan is changed, and retirees will be subject to any such future changes in coverage, subject to negotiations between the Employer and the Union.

Section 21.10 Health Maintenance Organization (HMO). The Employer will cooperate in making an HMO available to employees, subject to the following:

- a. The cost to the Employer will not exceed the premiums that the Employer pays for health insurance. Any excess will be charged to the employee by payroll deductions.
- b. The Employer's sole obligation is to pay premiums. The Employer is not an insurer or health care provider or guarantor.
- c. Each eligible employee may elect the HMO as an alternative to health insurance.

ARTICLE 22

PENSION

Section 22.1 All employees covered by this Agreement and retire after April 1, 1998 are covered by the B-3 benefit plan as provided by the Municipal Employees Retirement System (MERS). In addition to this basic plan, a waiver of reduction in Retirement Benefits is in effect which allows early retirement at age 55 with 25 years of service. Subject to the foregoing, all costs of the Pension Plan are paid by Employer. Details are available upon request.

ARTICLE 23

HOLIDAYS

Section 23.1 All regular full time employees shall be eligible to receive holiday pay under the following regulations: (a) The employee must work the scheduled hours of the employee's last scheduled work day before the holiday and his first scheduled day after the holiday, or have an approved paid leave of absence; (b) The following days will be considered holidays:

New Years Day
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Section 23.2 An employee scheduled to work on a holiday who fails to report for and perform such work, without a reason acceptable to the Employer, shall not receive holiday pay. Employees who work on a holiday shall receive one and one half their regular hourly rate for hours worked in addition to holiday pay.

Section 23.3 Employees eligible under these provisions shall receive eight hours pay for each of the holidays specified in the above paragraph computed at their regular straight time hourly rate, exclusive of overtime premium.

Section 23.4 If a holiday occurs during the week when an employee is on vacation for a full calendar week, holiday pay will be paid in addition to vacation pay.

Section 23.5 If a holiday occurs during an authorized paid sick leave which commenced prior to the holiday, holiday leave will be charged to the holiday and not to sick leave.

ARTICLE 24

BEREAVEMENT LEAVE

Section 24.1 In the event of a death in the employee's immediate family, bereavement leave not chargeable to the employee's accrued sick leave but chargeable to a special bereavement leave account will be allowed according to the following schedule:

Section 24.2 Bereavement leave not to exceed three days due to death of spouse, son, daughter, father, mother, sister, brother, son-in-law, daughter-in-law of employee or spouse.

Section 24.3 Bereavement leave of one day to be allowed to attend funeral of aunt, uncle, grandparent or grandchild of employee or spouse.

Section 24.4 Up to two additional days bereavement leave will be allowed if the funeral or burial requires travel to the extent that the employee is not able to report for work at his/her next regular scheduled shift following the day of the funeral or burial.

ARTICLE 25

JURY DUTY

Section 25.1 During the period when an employee is performing required jury duty service during hours when they would otherwise be regularly scheduled to work, the Board will pay the difference between the fees for jury duty and pay at the employee's straight time rate for the hours they would have worked on their regularly scheduled shifts, during the period of jury duty, provided the employee gives their Department Head prompt notice of the call to jury duty, and thereafter provides to the Board evidence of performance of jury service and of the payment received for it.

Section 25.2 Under the same conditions the Board will provide time off without loss in pay when an employee is subpoenaed as a witness to appear in courts in Allegan, Ottawa County, or U.S. Federal District Court for Western Michigan. Amount to be allowed to be less any witness fees paid to employee.

ARTICLE 26

MILITARY LEAVE

Section 26.1 Any regular employee who, while employed by the Board of Public Works, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his/her former position and makes application for reinstatement within ninety (90) days after his/her discharge, shall be reinstated to his/her former position if it still exists, consistent with this seniority.

Section 26.2 In the event employees who are members of the National Guard or Reserves are ordered to participate in activities which result in lost time, such employees will be paid the difference between the amount paid by the Government and their regular weekly pay. Regardless of time spent in such activities, the Board shall make up such pay only for the first ten (10) working days in each year that the employee is engaged in such activities.

ARTICLE 27

UNPAID LEAVES OF ABSENCE; FMLA

Section 27.1 Leaves of Absence. Upon written application by the employee to the Department Superintendent, unpaid leaves of absence may be granted in case of illness or other justifiable causes (including terminal illness of a spouse or child) for a period not to exceed twenty-four (24) months. Seniority shall accumulate during such leaves. FMLA leave may run concurrently with such leave. Vacation and Personal Leave Days must be used up before an employee will be eligible for an unpaid leave.

Section 27.2 FMLA. To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Employer may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the Employer's FMLA policy in effect for other employees will be applied for employees covered under this bargaining agreement.

ARTICLE 28

NO STRIKE - NO LOCKOUT

Section 28.1 During the term of this Agreement, the Board agrees there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted absence from work, cessation, or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interferences, express or implied, direct or indirect, with the Board's business or abstinence from the full, faithful and proper performance of their duties. The Union further agrees that should any such acts be committed by any employee or employees, it will openly and publicly denounce and discourage such acts.

Section 28.2 It is mutually understood and agreed that the Board shall have the right to take disciplinary action, including discharge, against any employee who may engage in any type of conduct described in the above paragraph.

ARTICLE 29

PERSONAL LEAVE

Section 29.1 After one year of service, all Employees shall be eligible for eleven (11) days (88) hours of personal leave per anniversary year. An employee may carry over up to five (5) unused Personal Leave days to the following year. These hours are to be credited to each person's vacation account on their employment anniversary date. New employees are allowed to take up to two (2) days of borrowed personal leave after six (6) months of service.

Section 29.2 Personal leave days may be taken when prior arrangements have been completed with the employee's supervisor. Granting of such leave is subject to availability of other qualified personnel to handle the work responsibilities of the employee. When leave days are being used for the *bona fide* illness of the employee or a member of the employee's immediate family (as defined by FMLA), the Employer will grant the leave provided that the employee has given as much prior notice as circumstances permit.

Section 29.3 An eligible employee of the bargaining unit who is absent from service due to an unpaid leave, or who for any reason terminates or is separated from the Board of Public Works, shall receive personal leave pay on a prorated basis for all time worked.

ARTICLE 30

BULLETIN BOARDS

The Board will furnish bulletin boards, to be used by the employees and the Union, to post notices of Union meetings, Union Elections and recreational and social activities.

ARTICLE 31

EDUCATIONAL ASSISTANCE

Section 31.1 The Holland Board of Public Works is dedicated toward education development of all types. This program is designed to assist employees in improving job capabilities by reimbursement of tuition expenses incurred while taking approved training. The program is limited to full-time employees with at least one full year of active service to the Employer. The program may be changed at any time by the Employer. Employee financial assistance and other types of assistance which fall into one of these two categories will be reimbursed as provided below:

Section 31.2 Category A - Educational programs, seminars, courses, etc., which are mandatory for the employee to attend and attendance is directed by the Employer. Employees will receive full pay while attending and the Board will pay the full expenses, including transportation and related required expenses.

Section 31.3 Category B - Educational offerings which are employee-requested and are directly related to the employee's present job duties. Upon receipt of a satisfactory completed grade, the employee will be reimbursed only for the tuition costs according to the Reimbursement Schedule. Travel expenses and other costs incidental to the training do not qualify for reimbursement. Maximum tuition reimbursement is \$1500 per fiscal year. Advance approval is required.

Section 31.4 Employees wishing to take more than one course of training in relation to the attainment of a degree or advancement in position must submit an outline of future training courses for the approval of the Review Committee. In this way, the Committee can inform the employee in advance whether the course s/he wishes to take will qualify in the program (Category B). The emphasis of the program is on compensating the employee for training s/he takes on his/her own time which results in direct benefit to the City. The Review Committee shall consist of the employee's Department Head and/or Superintendent, the Human Resources Manager and the General Manager. After approval and upon receipt of a satisfactory completed grade, the employee will be reimbursed as stated in Category "B".

Section 31.5 Employees who are receiving, or are eligible to receive, any other financial assistance for education (e.g., scholarships, G.I. Bill) are not eligible for dual benefits for the same course by virtue of this program. However, supplemental benefits will be considered.

Section 31.6 Termination of employment within three (3) years of the date of training completion will result in the employee repaying all or a portion of the reimbursement based on the following schedule:

Reimbursement Schedule

- A) A reimbursement of 75% will be granted for a grade of "C" upon completion of approved courses.
- B) A reimbursement of 90% will be granted for a grade of "B" upon completion of approved courses.
- C) A reimbursement of 100% will be granted for a grade of "A" upon completion of approved courses.

ARTICLE 32

UNIFORMS

Section 32.1 If the Board requires an employee to wear uniforms or other protective apparel or equipment, such uniforms or apparel will be provided at no cost to the employee. An employee who is required to wear a uniform or equipment and fails to do so will be subject to progressive discipline, by the employee's chain of command, with the degree of discipline to be

commensurate with the seriousness and repetitiveness of the offense. The uniform allowance is detailed in the General Provisions of the Uniform Policy .

ARTICLE 33

COMPENSATION

Section 33.1 Effective on April 1, 1999, the general wage increase will be 3%.

Section 33.2 Effective on April 1, 2000, the general wage increase will be equal to the percentage increase in the CPI-U for the preceding calendar year, provided, however, that the minimum increase shall be 3% and the maximum increase shall be 5%.

Section 33.3 Effective April 1, 2001, the general wage increase will be equal to the percentage increase in the CPI-U for the preceding calendar year, provided, however, that the minimum increase shall be 3% and the maximum increase shall be 5%.

ARTICLE 34

RESPONSE TIME

Section 34.1 Response time - the supply of electric power, water and wastewater services to the customer is of primary concern to the Holland Board of Public Works. To ensure such service at special times it is imperative to have qualified employees available.

Section 34.2 Accordingly, as a condition of employment, the employees or groups of employees indicated on Schedule A, will be required to live within twenty (20) minutes normal driving time of their reporting station. (Note: This provision will not apply to employees hired prior to July 1, 1977. In addition, an employee who initially was in compliance and whose place of residence has not changed will be given latitude for longer response time caused by the effects of urban growth.)

ARTICLE 35

EFFECT OF LEGISLATION

If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to other may re-open for negotiations the invalidated portion and, if any agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to mediation.

ARTICLE 36

MISCELLANEOUS

Section 36.1 Safety Clause - The Board and the Union agree to all applicable safety laws and regulations. If MIOSHA requires certain safety equipment, the Board will meet such obligations at no cost to employees. Employees who fail to comply with safety rules and procedures will be subject to discipline.

Section 36.2 A committee shall be established consisting of one Union representative designated by the Union from each department and Management representatives designated by the General Manager to participate on a mutually-agreeable basis in a Safety Committee to consider safety matters to be submitted for consideration of the General Manager. Meetings to be held monthly with written reports of meetings to be posted on all department bulletin boards.

Section 36.3 New Job Classification. In the event that the Board establishes a new job classification, or changes an existing classification so substantially that the Board decides to also change the wage rate, then the Board shall have the right to establish and implement a wage rate for the new or changed classification. The employer will notify the union of the changes in an existing classification and rate or new classification and rate 30 days prior to its implementation. If the union president or his designee wishes to meet with the employer to discuss the new job, they must promptly make a written request for a meeting. The meeting with the union will not delay the implementation of the new job, nor will it alter the fact that the employer will make the final decision on the creation and pay rate of the new job. However, implementation of the new rate shall be subject to the following:

- a. In no event will any new rate fall below the C-1 rate.
- b. If the new wage rate for a changed classification is lower than the old rate, then an employee who occupies the classification at the time that the new rate is implemented will not be reduced in pay, will be red-circled at the previous rate, and will receive normal contractual wage increases. This special status will continue until the employee leaves the classification, or this contract expires, whichever occurs first. However, all employees who are hired, promoted or transferred into the classification after the new wage rate has been implemented will be paid at the new rate.

Section 36.4 The Union president or his designee may in writing request in April of each year a meeting with management to discuss current positions and rates if the union feels there have been substantial changes to these positions. Nothing in this Section will alter the rights of the parties under Section 36.3.

Section 36.5 Evaluations - The employer will adopt a formal procedure for evaluation of employees, according to the following:

- a. Evaluations will occur annually or when an employee is scheduled for consideration for merit wage rate increase.
- b. The evaluation procedure will incorporate an evaluation form. The parties will meet promptly to agree upon changes and improvements in the form which will be included in this Agreement as Schedule E. Other provisions may be added by the Employer.
- c. Copies of evaluations will be kept in each employee's personnel file.

Section 36.6 Equal Employment Opportunity - The Employer and the Union agree to comply with all applicable Equal Opportunity laws.

An employee who has a civil rights claim pending will not have recourse to the arbitration provision of this Agreement.

Section 36.7 The parties have agreed upon an Alcohol and Drug Policy (Schedule D).

ARTICLE 37

TERM OF AGREEMENT

This agreement shall be effective April 1, 1999, and shall remain in full force and effect from said date until 12:01 a.m., April 1, 2002.

FOR THE UNION

FOR THE CITY OF HOLLAND

Local 586, Affiliated
with the Service
Employees International
Union (AFL-CIO)

James Anthon 6-23-99
Date
Rob Blavens 6/30/99
Date

Robert H. McEl... 6-29-99
Mayor Date
Jodi Egan 6/29/99
City Clerk Date

Date
Approved as to Form:
Andrew J. Mulder
Andrew J. Mulder 6/25/99
Holland City Attorney

Date

Date

SCHEDULE A

Departments

Power Plant
 Electric Distribution
 Water Treatment Plant
 Wastewater Treatment Plant
 Water Distribution/Wastewater Collection
 Central Maintenance

* Positions required to meet
 20 minute response time
 from residence.

Classification:

Power Plant

| | |
|---------------------------------|------|
| Utility Person I | C- 1 |
| Utility Person II | C- 3 |
| Utility Operator | C- 4 |
| Coal & Ash Handler | C- 5 |
| *Mechanic "C" | C- 6 |
| Coal & Ash Lead | C- 6 |
| Truck Driver-Coal & Ash Handler | C- 6 |
| Auxiliary Operator | C- 8 |
| *Electrician "B" | C- 8 |
| *Mechanic "B" | C- 8 |
| *Mechanic "A" | C- 9 |
| *Instrumentation Tech. | C- 9 |
| *Electrician "A" | C- 9 |
| Plant Operator | C- 9 |
| Lead Operator | C-10 |

Electric Distribution

| | |
|----------------------------|------|
| Utility Person I | C- 1 |
| Utility Person II | C- 3 |
| Store Keeper | C- 4 |
| Meter Reader | C- 4 |
| *Groundsman/Equipment Opr. | C- 5 |
| Lead Meter Reader | C- 5 |
| Draftsman | C- 5 |
| *Distribution Tech I | C- 6 |
| *Equipment Operator II | C- 6 |
| Engineering Tech I | C- 7 |
| *Lineman "B" | C- 8 |
| *Distribution Tech II | C- 8 |
| Engineering Tech II | C- 8 |
| *Lineman "A" | C- 9 |
| Utility Engineering Aide | C- 9 |
| *Communications Tech | C- 9 |
| *System Operation Tech | C- 9 |
| *Lead Lineman | C-10 |

Water Treatment Plant

| | |
|------------------------|------|
| Utility Person I | C- 1 |
| Utility Person II | C- 3 |
| *Maintenance Person I | C- 4 |
| *Maintenance Person II | C- 5 |
| *Lead Maintenance | C- 7 |
| Plant Operator | C- 7 |
| Lead Operator | C- 8 |

Wastewater Treatment

| | |
|------------------------------|------|
| Utility Person I | C- 1 |
| Utility Person II (Opr Asst) | C- 3 |
| *Maintenance I | C- 4 |
| Lab Technician | C- 5 |
| *Maintenance II | C- 6 |
| Filter Press Operator | C- 6 |
| Pollution Control Tech | C- 6 |
| *Lead Maintenance | C- 7 |
| Operator | C- 7 |
| Lab Analyst | C- 7 |
| *Industrial Electrician | C- 9 |

Water Distribution/Wastewater Collection

| | |
|-----------------------------|------|
| Utility Person I | C- 1 |
| Utility Person II | C- 3 |
| *Service & Maintenance I | C- 4 |
| *Service & Maintenance II | C- 5 |
| *Lead Service & Maintenance | C- 6 |
| *Engineering Field Tech. | C- 6 |

Central Maintenance

| | |
|-------------------|------|
| Utility Person I | C- 1 |
| Utility Person II | C- 3 |
| Maintenance I | C- 4 |

SCHEDULE B

HOLLAND BOARD OF PUBLIC WORKS

"C" SCALE
Effective April 1, 1999

| <u>Classification</u> | A | B | C | D | E |
|-----------------------|-------|-------|-------|-------|-------|
| C-1 | 10.62 | 11.15 | 11.71 | 12.30 | 12.91 |
| C-2 | 11.26 | 11.82 | 12.41 | 13.04 | 13.69 |
| C-3 | 11.94 | 12.53 | 13.16 | 13.82 | 14.51 |
| C-4 | 12.65 | 13.29 | 13.95 | 14.65 | 15.38 |
| C-5 | 13.41 | 14.08 | 14.79 | 15.53 | 16.30 |
| C-6 | 14.22 | 14.93 | 15.67 | 16.46 | 17.28 |
| C-7 | 15.07 | 15.82 | 16.61 | 17.44 | 18.32 |
| C-8 | 15.97 | 16.77 | 17.61 | 18.49 | 19.42 |
| C-9 | 16.93 | 17.78 | 18.67 | 19.60 | 20.58 |
| C-10 | 17.95 | 18.85 | 19.79 | 20.78 | 21.82 |

GT & GS SCALE
Effective April 1, 1999

| | | | | | |
|------|-------|-------|-------|-------|-------|
| GT-3 | 12.08 | 12.66 | 13.30 | 13.92 | 14.57 |
| GS-3 | 12.44 | 13.04 | 13.69 | 14.33 | 15.06 |
| GS-4 | 13.02 | 13.64 | 14.25 | 15.05 | 15.78 |
| GS-5 | 13.57 | 14.23 | 15.01 | 15.70 | 16.47 |

The "G-S" and "G-T" classifications are retained for "grandfathered" employees who held their current positions prior to April 1, 1990. If an employee changes his position, he will move to the "C" scale classification established for that position.

SCHEDULE C

BOARD OF PUBLIC WORKS
PROMOTIONAL JOB GROUPS

Power Production

1. Utility I - Utility II
 2. Utility Operator- Auxiliary Operator - Plant Operator - Lead Operator
 3. Mechanic "C" - Mechanic "B" - Mechanic "A"
 4. Electrician "B" - Electrician "A"
 5. Coal and Ash Handler - Truck Driver / Coal & Ash Handler - Lead Coal and Ash Handler
-

Electric Distribution

1. Groundsman/Equipment Operator - Equipment Operator II - Lineman "B" - Lineman "A" - Lead Lineman
 2. Distribution Tech I - Distribution Tech II - Systems Oper Tech
 3. Engineering Tech 1, Engineering Tech 2, Utility Engineering Aide.
-

Water Treatment

1. Maintenance I - Maintenance II - Lead Maintenance
 2. Utility Person I - Utility Person II
-

Wastewater Treatment

1. Maintenance I - Maintenance II - Lead Maintenance
 2. Utility Person I - Utility Person II
 3. Lab Tech - Lab Analyst
-

Water Distribution/Wastewater Collection

1. Service & Maintenance I - Service & Maintenance II - Lead Service & Maintenance
-

Central Services

1. Utility Person I - Utility Person II
 2. Meter Reader - Lead Meter Reader
-

Future changes in operations, classifications, job duties, training methods, etc., may result in changes in job groups.

SCHEDULE D

CITY OF HOLLAND, BOARD OF PUBLIC WORKS', EMPLOYEE ALCOHOL AND DRUG ABUSE POLICY

This policy is adopted pursuant to the Drug-Free Workplace Act of 1988 (Pub, L. 100-690, Title V, Subtitle D), in an effort to provide a safe and healthy work environment for our employees.

The use and effects of illegal drugs and alcohol pose very serious problems. While the Board of Public Works of the City of Holland (the "Employer") would prefer not to intrude into the personal lives of its employees, it must be recognized that employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable and prone to accidents and absenteeism. Each employee has a responsibility to our community to deliver services in a safe and conscientious manner. In order to ensure that this responsibility is met, employees must work free from the effects of alcohol and other performance impairing substances.

Accordingly, the Employer wants to state clearly its policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use or termination of employment. Our policy is as follows:

I. DRUG-FREE AWARENESS PROGRAM

A Drug-Free Awareness Program has been developed to inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the Employer's Alcohol and Drug Abuse Policy; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Alcohol and Drug Abuse Policy.

II. ASSISTANCE TO EMPLOYEES IN OVERCOMING ALCOHOL OR DRUG ABUSE

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family, and social disruption. The Employer encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

To assist employees in obtaining early voluntary treatment, the Employer refers such employees to an Employee Assistance Program ("EAP"). The EAP is an assessment, counseling and referral service for employees with substance abuse problems. The Employer also provides an insurance plan to full-time employees to help pay for treatment. Finally, the Employer offers a variety of leave options for full-time employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP. Employees may seek help without the approval or knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counseling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the Employer.

Voluntary requests for assistance from the EAP will not result in discipline. However such requests and participation will not prevent disciplinary action for other violation(s) of this Alcohol and Drug Abuse Policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the Employer and who continue to work must meet all established standards of conduct and job performance.

III. APPLICATION

The Policy applies to all employees.

For purposes of this Policy:

- "Employer premises" includes, but is not limited to, all property, whether owned, leased or used by the Employer. This Policy also includes any other locations or mode of transportation to and from those locations while in the course and scope of employment.
- "Employer time" includes, but is not limited to, all time spent on any Employer activity. This does not include the lawful use of alcohol for authorized Employer-related purposes (e.g., authorized social functions, off-hours dinner while traveling on Employer business, etc.).
- "Prohibited substances" are defined as: illegal drugs or controlled substances (including trace amounts); alcoholic beverages; prescription drugs--except as provided in Section IV of this Policy; and any other substance which affects or may affect the employee's ability to competently or safely perform.

- "Under the influence" of any prohibited substance means any detectible level of a prohibited substance in an employee's system. If an employee is "called out," the employee shall not report to work with any prohibited substance in his/her system except that the employee may report where the presence of alcohol does not exceed the standard set by the U.S. Department of Transportation for truck drivers in interstate commerce. (Blood alcohol less than .04%.)
- "Reasonable suspicion" includes, but is not limited to: observation of behavior such as slurred speech, unsteady walking, abrupt mood swings, breath (alcohol) or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, frequent illness not explained by other medical conditions; absenteeism; declining productivity; excessive tardiness; and suspicious activity indicating possible involvement with prohibited substances in violation of this Policy.

IV. AUTHORIZED USE OF PRESCRIBED MEDICINE

Employees undergoing prescribed medical treatment with any substance which may alter their behavior or physical or mental ability must report the effects such treatment may have on their ability to perform their job to their immediate supervisor or the Personnel Director, who will determine whether the Employer should temporarily change the employee's job assignment during the period of treatment.

V. PROHIBITIONS

The Employer's Policy prohibits the:

1. Use, possession, manufacture, distribution, dispensation, transportation or sale of prohibited substances or drug paraphernalia on Employer premises or being under the influence of a prohibited substance on Employer premises on Employer time or at an Employer activity;
2. Storing by an employee of any prohibited substance in a locker, desk, vehicle or other repository on Employer premises or refusing to submit to an inspection (This does not prohibit the storage of unopened, lawful alcoholic beverages in the employee's personal vehicle);
3. Possession, use, manufacture, distribution, dispensation or sale of prohibited substances off Employer premises or Employer time that adversely affects the employee's work performance, his own or others' safety at work or the

Employer's regard or reputation in the community; (Note: lawful and moderate use of alcohol is not prohibited).

4. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled;
5. Conviction under any criminal drug statute or failure to notify the Employer of any arrest or conviction under any criminal drug statute within five days of the arrest or conviction;
6. Failure to report to the immediate supervisor or Personnel Director the effect of a prescribed drug which may alter the employee's behavior or physical or mental ability;
7. Refusing to consent to testing or to submit a urine, blood or other sample for testing when requested pursuant to the Employer's testing Policy, or switching or adulterating any sample submitted for testing.

VI. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with the Policy.

A. Testing. Employees or applicants for employment may be required to submit to substance testing, including, but not limited to, urinalysis, blood tests, plasma tests or breath tests for the drugs specified in the Department of Health & Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs ("HHS Guidelines") and any amendments to the HHS Guidelines in effect at the time of the testing:

1. to be considered for employment;
2. where the Employer has reasonable suspicion that an employee has ingested, possesses or has distributed a prohibited substance;
3. following an accident or incident where the Employer has reasonable suspicion that prohibited substance(s) may be implicated, e.g., where safety precautions were violated or careless acts were performed; and
4. immediately after an employee returns to work after a disciplinary suspension, where the Employer has reasonable suspicion that prohibited substance(s) may be implicated.

All positive initial drug tests will be confirmed using gas chromatography/mass spectrometry techniques at the cutoff values listed in the HHS Guidelines and any amendments to the HHS Guidelines in effect at the time of the testing.

B. Searches. Employees, while on Employer premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when the Employer has a reasonable suspicion that the employee has ingested, possesses or has distributed a prohibited substance.

VII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of the Employer's Alcohol and Drug Policy may result in severe disciplinary action, up to and including discharge for a first offense. Violation of this Policy may also subject employees to arrest and prosecution by law enforcement agencies.

In addition to any disciplinary action for drug or alcohol abuse, the Employer may refer an employee to the Employee Assistance Program for assessment, counseling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

VIII. LAST CHANCE AGREEMENT

Individuals discharged for violation of the Employer's Alcohol and Drug Policy may, at the Employer's sole discretion, be offered the opportunity to enter into a "Last Chance Agreement."

The Last Chance Agreement provides that an employee may return to employment under the following conditions:

1. The employee acknowledges in writing that he/she has a substance abuse problem;
2. The employee successfully completes a rehabilitation program prescribed under the Employee Assistance Program;
3. The employee agrees in writing to submit to random testing or search for the remainder of his/her employment; and

4. The employee is subject to automatic discharge for any violation of Last Chance Agreement or this Policy while on the Last Chance Agreement and waives the right to grieve such discharge.

IX. CONDITION OF EMPLOYMENT

Compliance with the Employer's Alcohol and Drug Abuse Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document or submit to any inspection or drug test as provided will be grounds for termination.

Questions regarding this Policy should be directed to the Personnel Director.

X. REVIEW OF PROGRAM

This Policy will be reviewed bi-annually to determine its effectiveness, to implement needed changes and to ensure that disciplinary actions are consistently enforced.

XI. RECEIPT

I acknowledge that I have received a copy of the City of Holland, Board of Public Work's, Employee Alcohol and Drug Abuse Policy.

Date

Employee's Signature

Employee's Name (printed)

(Note: This policy will not be implemented with respect to bargaining unit employees until it has also been implemented with respect to non-union employees of the BPW.)

SCHEDULE E

EMPLOYEE PROGRESS REPORT

EMPLOYEE _____

JOB CLASSIFICATION _____

THIS REPORT IS MADE OUT FOR (CHECK ONE): () 90 DAYS
() 6 MONTHS () ANNUAL

This rating sheet provides a practical method through which the ability of the individual can be judged with a reasonable degree of accuracy and uniformity. Indicate your opinion of this employee by placing an "x" in the block by the phrase which seems to fit the person best.

- | | |
|---|--|
| <ol style="list-style-type: none">1. Use your own independent judgment.2. Disregard your general impression of the persons and concentrate on one factor at a time.3. When rating an employee, call to mind instances that are typical of his work and way of acting. | <ol style="list-style-type: none">4. Make your rating with the utmost care and thought. Be sure that it represents a fair and square opinion. DO NOT ALLOW PERSONAL FEELINGS TO GOVERN YOUR RATING. |
|---|--|

I. ATTENDANCE

1. Punctuality

- a. Always on time
- b. Occasionally late
- c. Requires occasional reminding
- d. Often tardy-job apparently of secondary importance

2. Dependability

- a. Perfect record since last rating
- b. Rarely absent
- c. Frequently absent-but for cause
- d. Unsatisfactory-work suffers

II. PERSONAL QUALIFICATIONS

1. Appearance

- a. Neat and in good taste

- b. Sometimes careless about appearance
- c. Untidy and unsuitable

2. Personality and Tact

- a. Exceptionally pleasing--a decided asset
- b. Tactful and considerate of others
- c. Attains goals but occasionally untactful and inconsiderate
- d. Arouses antagonism

III. CAPACITY

1. Ability to Learn

- a. Grasps instructions readily
- b. Average ability to learn new things
- c. Somewhat slow in learning
- d. Limited in learning new abilities

2. Initiative

- a. Always finds extra work to do
- b. Pushes work through on own initiative
- c. Needs normal supervision
- d. Needs considerable supervision

3. Judgment

- a. Outstanding ability to reach sound and logical conclusions
- b. Action generally based on good reasoning
- c. Average judgment
- d. Usually makes decisions without considering alternatives
- e. Conclusions often faulty

IV. ATTITUDE TOWARD JOB

1. Interest

- a. Shows enthusiasm, and interest in work
- b. Shows interest; enthusiasm is not sustained
- c. Passive acceptance of job
- d. Shows little or no interest

2. Cooperation

- a. Promotes cooperation and good will
- b. Moderately successful in cooperating with others
- c. Cooperates reluctantly
- d. Often breeds trouble

3. Responsibility

- a. Seeks additional responsibility
- b. Accepts additional responsibility
- c. Reluctant to accept additional responsibilities
- d. Does not accept responsibility

V. JOB PERFORMANCE

1. Accuracy

- a. Rarely makes mistakes
- b. Above average
- c. Average
- d. Below average
- e. Highly inaccurate

2. Quality

- a. Takes pride in quality of work; has "sense" of quality
- b. Usually turns out quality work
- c. Apparently lacks "sense" of quality
- d. Too often sacrifices quality for quantity
- e. Majority of work must be done over

3. Quantity

- a. consistently turns out more than average
- b. Finishes allotted amount
- c. Does just enough to get by
- d. Amount of work done is inadequate

What do you consider employee's strongest points? _____

What do you consider employee's weakest points? _____

Comments by Reviewer: _____

Reviewer Signature _____ Date _____

Comments by Employee: _____

Employee Signature _____ Date _____