

AGREEMENT

between

CITY OF COOPERSVILLE

and the

**LOCAL 517M
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC**

(Unit 69 - General Non-Supervisory)

Effective: July 1, 2014 through June 30, 2015

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CITY OF COOPERSVILLE
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC

SERVICE AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July, 2014, by and between the CITY OF COOPERSVILLE hereinafter referred to as the "Employer" and LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC, hereinafter referred to as the "Union."

RECOGNITION

SECTION 1.0. COLLECTIVE BARGAINING UNIT. The Employer hereby agrees for the term of this Agreement to recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full time and regular part-time non-supervisory employees of the City of Coopersville, but excluding, executives, City Manager, Assistant City Manager, City Treasurer, supervisors, confidential employees, temporary and seasonal employees, volunteers and all other employees.

SECTION 1.1. DEFINITIONS AND EMPLOYEE COVERAGE. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full Time Employee: A full time employee is an employee who is employed by the Employer on a regular basis and whose normal work schedule consists of thirty-six (36) hours or more per work week in a position classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is employed by the Employer on a regular basis and whose normal work schedule usually consists of twenty (20) or more but less than thirty-six (36) hours per week in a position classified by the Employer as permanent.

SECTION 1.2. PART-TIME AND IRREGULAR EMPLOYEES. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees and volunteers from time to time. Irregular employees and volunteers are not within the recognition granted the Union and are not covered by the terms of this Agreement. Non-bargaining unit individuals may continue to perform such work as was the normal custom prior to the time this Agreement was executed and in the future in the manner and to the extent as may be determined by the Employer from time to time; provided that such individuals shall not be utilized so as to cause any employee to be laid off or lose time from their regularly scheduled hours or in an arbitrary or capricious manner.

REPRESENTATION

SECTION 2.0. COLLECTIVE BARGAINING COMMITTEE. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than two (2) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective

Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

SECTION 2.1. STEWARD. The Employer agrees to recognize one (1) Steward who shall be selected or elected by the Union from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for the Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor will release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

SECTION 2.2. ALTERNATE STEWARDS AND COLLECTIVE BARGAINING COMMITTEE MEMBERS. Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected steward or members of the Collective Bargaining Committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

SECTION 2.3. IDENTIFICATION OF UNION REPRESENTATIVES. The Employer shall be informed in writing of the names of the Steward, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, or non-employee representatives of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

SECTION 2.4. SPECIAL CONFERENCES. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

SECTION 2.5. BARGAINING AND SPECIAL CONFERENCE TIME. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer. Bargaining committee members shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours to engage in collective bargaining negotiations and special conferences; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

SECTION 2.6. COMMUNICATIONS WITH THE UNION. The Employer shall be informed by the Union of its current e-mail address. The Employer may elect to utilize electronic delivery of communications to this address for any notifications required under this Agreement.

SECTION 2.7. NEW HIRE NOTIFICATION. The Employer will provide the Union with electronic notification of the name, address, classification, hire date and wage rate if hired at an advanced step in the wage schedule of all newly hired employees assigned to positions covered by this Agreement within thirty (30) days of their date of hire.

UNION SECURITY

SECTION 3.0. UNION MEMBERSHIP. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

SECTION 3.1. CHECKOFF. During the term of this Agreement, the Employer agrees to deduct Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Union. These deductions will cover the employee's Union membership dues owed for the previous month. During the term of this Agreement, the Employer also agrees to deduct voluntary contributions to the Committee on Political Education and/or SEIU Local 517M Political Action Committee from each employee covered by this Agreement who voluntarily executes and files with the Employer an authorization specifying the amount of the contribution and the period of time that the authorization is to be valid. Any written authorization which lacks the employee's signature will be returned to the Union. All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and voluntary contributions so deducted shall be remitted to the Union at an address authorized for this purpose. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union. The Union shall notify the Employer in writing of the proper amounts of dues, and any subsequent changes in such amounts. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved. The Employer's sole obligation under this Section is limited to the deduction of Union membership dues and voluntary contributions. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

SECTION 3.2. INDEMNIFICATION. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, attorney fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Section 3.1.

MANAGEMENT RIGHTS

SECTION 4.0. MANAGEMENT'S RIGHTS. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the City of Coopersville in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

(a) Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine, or establish departments; to determine the number of personnel required; to eliminate, establish or combine classifications; to determine the number of supervisors; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different methods, processes or machines; to use outside assistance or engage independent contractors either inside or outside of the Employer's facilities; and in all respects to carry out the ordinary and customary functions of management. All such retained rights may be exercised by the Employer without prior bargaining or notice to the Union, and the Employer's judgment in these areas shall not be subject to the grievance and arbitration procedure established in this Agreement.

(b) The Employer shall also have the right to establish job descriptions and work standards; to make judgments as to the skill and ability of employees; to determine workloads; to promote, demote, discipline, discharge, layoff or recall personnel; to establish and revise work rules and safety rules from time to time; to determine penalties for violations of work and safety rules and other improper employee actions or inactions; to establish and change work schedules, to provide and assign relief personnel; and in all respects to carry out the ordinary and customary functions of management; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement, and as such, they shall be subject to the grievance and arbitration procedure to the extent provided herein.

SECTION 4.1. RULES AND REGULATIONS. The Employer has the right to establish reasonable rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Union for inspection and review if such rules and regulations concern working conditions. If the Union believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

SECTION 4.2. DISCIPLINE PROCEDURES. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify the employee of the specific reasons for the discharge or suspension. The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Steward before being required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or suspension with the employee and/or the Steward.

WORK STOPPAGES AND ILLEGAL ACTIVITY

SECTION 5.0. CONTINUED WORK PLEDGE. The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committee persons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at the Employer's place of business. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices or premises, during any time that the employee is working or required to be working for the Employer.

SECTION 5.1. VIOLATION OF CONTINUED WORK PLEDGE. Any employee who violates the Continued Work Pledge of Section 5.0 shall be subject to discipline by the Employer, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Section 5.0. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 5.0 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 5.0.

SECTION 5.2. FURTHER SANCTIONS. If Section 5.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 5.1, to any other legal remedies the Employer may possess, including injunctive relief.

SECTION 5.3. AFFIRMATIVE ACTION. The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited in Section 5.0 by written notification to the employees it represents that it disavows such action. A copy of this written notification shall be provided to the Employer.

SECTION 5.4. NO LOCKOUT. During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the Union and the employees it represents to refrain from the conduct prohibited by Section 5.0, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 6.0. DEFINITION OF GRIEVANCE. For purposes of this Agreement, a grievance shall be defined as a complaint arising under and during the term of this Agreement filed by an employee covered by this Agreement or the Union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

SECTION 6.1. GRIEVANCE PROCEDURE. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within three (3) working days from the time of the occurrence of the events giving rise to the complaint or within three (3) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within three (3) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure. If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint including the Section or Sections of this Agreement in dispute, and shall be signed by the employee or the Steward. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the employee's immediate supervisor or designated representative. The immediate supervisor, or designated representative, the employee involved, and the Steward if requested by the employee, may discuss the grievance. A request for the Steward to participate in the discussion of a grievance shall be made by the employee to the immediate supervisor, or designated representative, who shall make proper arrangements as soon as convenient. The immediate supervisor, or designated representative, shall place a written disposition upon the grievance within five (5) working days and return it to the employee.

Step 3. Written Procedure. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the immediate supervisor's decision by delivering to the Employer through the City Manager's office a written request for a meeting concerning the grievance within five (5) working days following receipt of the immediate supervisor's written disposition of the grievance. Within fifteen (15) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and a non-employee representative of the Union. If the meeting cannot be held within the fifteen (15) working day period, it shall be scheduled for a date mutually convenient for the parties. The City Manager, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the Steward.

SECTION 6.2. ARBITRATION. The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the City Manager's Office within fifteen (15) working days following the receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the City Manager's Office not later than fifteen (15) working days following the date the City Manager's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

SECTION 6.3. SELECTION OF ARBITRATOR. If a grievance is to be submitted to arbitration, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Union shall strike the first name from the list of arbitrators, and thereafter the parties shall alternate in making the first strike from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

SECTION 6.4. ARBITRATOR'S POWERS AND JURISDICTION. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, to rule on the proper amount of the Union's service fee, to rule on the discipline, layoff, recall or termination of any probationary employee, or to rule upon any grievances considered settled. If the grievance concerns the exercise of these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

SECTION 6.5. ARBITRATOR'S DECISION. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

SECTION 6.6. GRIEVANCE FORM. The grievance form shall be prepared by the City and the Union in a form which coincides with the Grievance Procedure established in this Agreement.

SECTION 6.7. TIME LIMITS. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding automatically advancing to arbitration. The time limits established in the grievance procedure may only be extended by mutual agreement and the period of extension must be specified in the agreement.

SECTION 6.8. TIME COMPUTATION. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

SECTION 6.9. PAY FOR PROCESSING GRIEVANCES. The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

SECTION 6.10. DISCHARGE OR SUSPENSION GRIEVANCES. All grievances concerning discharge or suspension shall be initiated at Step 3 of the grievance procedure. A written grievance signed by the discharged or suspended employee shall be filed within three (3) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

SECTION 6.11. HEALTH AND SAFETY COMPLAINTS. Complaints by an employee or the Union about health and safety concerns shall be presented to the Employer for resolution in accordance with the grievance procedure; provided, however, that such complaints are not considered to be grievances nor are they arbitrable under the terms of this Agreement unless the complaint also constitutes an alleged violation of this Agreement.

SECTION 6.12. VETERAN'S PREFERENCE CLAIMS. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to no later than Step 3 of the grievance procedure, elect in writing either the grievance procedure or the statutory remedy as the single means of challenging the Employer's determination. If the employee elects to pursue the statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject to any arbitration proceeding.

SECTION 6.13. ARBITRATION AFTER TERMINATION OF AGREEMENT. Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely request for arbitration has been filed prior to the expiration of this Agreement.

SENIORITY

SECTION 7.0. DEFINITION OF SENIORITY. Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement

of work. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

SECTION 7.1. PROBATIONARY PERIOD. All new employees shall be considered to be on probation and shall have no seniority for the first twelve (12) months of employment following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

SECTION 7.2. SENIORITY LIST. The Employer shall keep a current seniority list showing each employee's seniority date, classification seniority date and department. A copy of the seniority list shall be provided to the Union on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

SECTION 7.3. LOSS OF SENIORITY. An employee's seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- (c) If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a satisfactory reason.
- (d) If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a satisfactory reason.
- (e) If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a satisfactory reason.
- (f) If the employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's seniority, whichever is lesser.
- (g) If the employee is on a disability leave for a period of twelve (12) consecutive months or eighteen (18) consecutive months if the leave is extended.
- (h) If the employee is on a workers compensation leave for a period of twenty-four (24) consecutive months or thirty-six (36) consecutive months if the leave is extended.
- (i) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a satisfactory reason.
- (j) If the employee is convicted of a felony.

SECTION 7.4. SENIORITY WHILE ON LEAVE OF ABSENCE. Employees on Employer approved paid leaves of absence shall continue to accrue seniority and classification seniority during the period of their leave of absence. Employees on Employer approved unpaid leaves of absence shall continue to accumulate seniority and classification seniority for a period of up to thirty (30) days. Employees on Employer approved unpaid leaves longer than thirty (30) days shall retain their seniority and classification seniority, but shall not accumulate any additional seniority and classification seniority during the remainder of their leave of absence. The provisions of this Section do not apply to a military training or emergency duty leave of absence.

SECTION 7.5. TRANSFER TO NON-BARGAINING UNIT POSITION. An employee who is transferred to a position within the Employer not covered by this Agreement shall not accumulate additional classification seniority during the time that the employee holds the non-bargaining unit position. An employee who is returned to the bargaining unit by the Employer after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or may displace another employee with less classification seniority in a job classification to which the returned employee was previously assigned to on other than a temporary basis. In the event that the Employer returns an employee to the bargaining unit, the employee's classification seniority shall recommence to accumulate as of the date the employee returns to the bargaining unit.

HOURS OF WORK

SECTION 8.0. WORK WEEK. The work week for all employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. The Employer reserves the right to change the work week whenever it determines that operating changes warrant such a change.

SECTION 8.1. HOURS OF WORK. The normal workday for full time employees consists of eight (8) hours, exclusive of lunch periods. The normal work schedule includes five (5) days of work, Monday through Friday. This section shall not be construed as a guarantee of any number of hours of work or pay per day or per week. In the event that the Employer determines to reduce the normal work day or work week because conditions warrant such changes, the Union shall be notified in advance of such reductions and upon request a special conference will be held to discuss the reduction.

SECTION 8.2. OVERTIME. All employees shall be expected to work reasonable overtime upon request by the Employer. Except in emergency situation, overtime must be authorized in advance by the employee's immediate supervisor or designated representative.

SECTION 8.3. LUNCH PERIODS. All employees except those in the Department of Public Works will be allowed a one (1) hour lunch period without pay. Employees in the Department of Public Works will be allowed a one-half (1/2) hour lunch period without pay. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's lunch break shall be scheduled by the Employer so as not to interfere with prompt and efficient service to the Employer and the public.

SECTION 8.4. BREAK PERIODS. The Employer will endeavor to provide employees a fifteen (15) minute break period during the first half of their work day and a fifteen (15) minute break period during the second half of their work day. All break periods will be scheduled by the Employer so as to not interfere with the

prompt and efficient service to the Employer and the public. Employees may not leave the Employer's premises during such breaks.

SECTION 8.5. WORK SCHEDULE. The work schedule and the starting and quitting times of any and all shifts shall be established by the Employer. Work schedules shall be posted at least one (1) week in advance whenever possible; provided, however, that the Employer reserves the right to change the work schedule where circumstances require that it be changed. In the event that the posted work schedule is required to be changed, the Employer will endeavor to give at least twenty-four (24) hours advanced notice of such changes. The Employer in its sole discretion may establish a work schedule different from the normal work schedule to accommodate the needs of an individual employee or the Employer. These modified work schedules may include job sharing, earlier or later starting or quitting times, consolidation of lunch and/or break periods or other methods deemed appropriate by the Employer.

LAYOFF AND RECALL

SECTION 9.0. INDEFINITE LAYOFF. When it is determined by the Employer that the work force is to be reduced for an indefinite time, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- (b) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff in reverse order of classification seniority.
- (c) Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority.

Notwithstanding any provision of this Section, a junior employee may be retained if a more senior employee does not have the necessary training, ability and experiences to perform the remaining work in an effective and efficient manner. The Employer will endeavor to provide at least seven (7) calendar days advance notice of a layoff.

SECTION 9.1. DISPLACEMENT RIGHTS AFTER INDEFINITE LAYOFF. Employees with seniority who are indefinitely laid off shall be entitled to displace an employee in another job classification under the following conditions:

- (a) The laid off employee has greater seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
- (c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification.

SECTION 9.2. RECALL. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off from that classification will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. In the event that there are no employees with seniority previously laid off from the classification who presently have the necessary qualifications, skill, and ability to perform in an effective and efficient manner the required work, employees with seniority laid off from other classifications will be recalled in inverse order of layoff, provided that they presently have the necessary qualifications, skill, and ability to perform in an effective and efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 9.3.

SECTION 9.3. RECALL PROCEDURE. When employees are to be recalled from layoff, the following procedures shall be followed:

(a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a satisfactory reason.

(c) Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within seventy-two (72) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a satisfactory reason.

JOB TRANSFERS

SECTION 10.0. PERMANENT VACANCIES. When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on the bulletin board for six (6) working days. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive working days, but does not include vacancies caused by leaves of absence. The Employer shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting. The Employer shall give due consideration to all applicants for the permanent vacancy, including applicants from outside

the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Employer to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy are equal, the applicant with the greatest seniority shall be awarded the position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

SECTION 10.1. NEW JOB PROBATIONARY PERIOD. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request.

SECTION 10.2. TEMPORARY TRANSFERS. The Employer reserves the right to temporarily transfer employees in order to meet its operational needs. An employee temporarily transferred for a period of more than three (3) days shall receive the minimum rate of pay for the classification to which they are transferred or the rate of pay for the classification to which they are regularly assigned, whichever is higher.

LEAVES OF ABSENCE

SECTION 11.0. PURPOSE OF LEAVES. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Employees are subject to discipline, up to and including discharge, for falsifying the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

SECTION 11.1. PAID SICK LEAVE. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be earned at a rate of one (1) day for each month of active service with the Employer. For purposes of this Section, an employee has a complete month of active service when they work for or receive pay from the Employer for at least one hundred sixty (160) hours during any calendar month. Employees who work or receive pay for less than one hundred sixty (160) but for at least eighty (80) hours in a month shall receive a pro-rated sick day based upon the ratio of hours worked or paid to one hundred sixty (160), rounded to the nearest half hour.

(b) One (1) day of sick leave for full time employees shall equal eight (8) hours. Sick leave shall be paid at the employee's straight time regular rate of pay when the sick leave is taken.

(c) Employees may utilize paid sick leave when it is established that an employee is incapacitated for the safe performance of work due to illness, injury, or other disability, or to be present

at doctor/dental appointments that cannot be scheduled outside of regular working hours. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. In instances where the paid sick leave is taken because of a serious health condition that makes the employee unable to perform the functions of their job, the leave will be considered to be a family and medical leave.

(d) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible. If the Employer has reason to believe that an employee is abusing paid sick leave, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. All absences of three or more days shall require a physician's certificate setting forth the reason for the sick leave. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall subject the employee to discipline, up to and including discharge.

(e) Unused paid sick leave days may accumulate up to a maximum of sixty (60) days or four hundred eighty (480) hours after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used. An employee who retires from the maximum service, voluntarily leaves, or to an employee's beneficiary upon death, shall be compensated for unused accumulated sick leave at twenty-five (25%) percent. For example, an employee who terminates employment with one hundred and twenty (120) days of unused paid sick leave accumulated shall be compensated for thirty (30) days. Employees hired before 1-1-2013 shall continue to be eligible to accrue up to one hundred twenty (120) days or nine hundred sixty (960) hours.

(f) Paid sick leave may be utilized during periods covered by sickness and accident insurance payments or when an employee is receiving voluntary worker's compensation payments from the Employer to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

(g) For all leaves which fall under the F.M.L.A., employees may use paid sick leave to cover all or some of the times used under the Act.

SECTION 11.2. DISABILITY LEAVE. After completion of the twelve (12) week F.M.L.A. leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months, including time spent on F.M.L.A. leave. Extension of the leave will be granted by the Employer for an additional six (6) consecutive months in instances where the employee has a reasonable likelihood of being able to return to work during that period. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense

and, if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

SECTION 11.3. WORKERS' COMPENSATION LEAVE. After completion of the twelve (12) week F.M.L.A. leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a worker's compensation leave of absence for a period of not more than twenty-four (24) consecutive months including time spent on F.M.L.A. leave will be granted to employees who are unable to continue to work for the Employer because of a work-related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave will be granted by the Employer for an additional twelve (12) consecutive months in instances where the employee has a reasonable likelihood of being able to return to work during that period. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

SECTION 11.4. PERSONAL LEAVE OF ABSENCE. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days for purposes not covered by family and medical leaves. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the City Manager. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested in writing prior to the termination of the original leave period.

SECTION 11.5. FUNERAL LEAVE. An employee shall be granted up to three (3) consecutive days leave to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's current spouse, children (including step-children), grandparents (including grandparents of current spouse), sister, brother, mother, father, mother-in-law, father-in-law, brother or sister of current spouse (including that individual's spouse), and any person(s) whose financial or physical care the employee is principally responsible (subject to proof of financial and physical responsibility). Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day. In the event that the funeral of a member of the employee's immediate family shall take place outside of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted, but the employee will not receive funeral leave pay during this period of additional leave.

SECTION 11.6. JURY DUTY LEAVE. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of fifteen (15) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for eight

(8) hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be a full time employee who has completed the probationary period;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after being excused from jury duty service.

SECTION 11.7. MILITARY TRAINING OR EMERGENCY DUTY LEAVE. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. Seniority and classification seniority shall accumulate during a military training or emergency duty leave of absence. The provisions of this Section do not apply to an employee's initial period of active duty for training, which is covered by Section 17.2, Reemployment Following Active Military Service.

SECTION 11.8. RETURN TO WORK AFTER LEAVE OF ABSENCE. Employees returning from paid leaves of absence, F.M.L.A. leave, or military training or emergency duty leave will be reinstated to their former job classification or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Employees returning from other leaves of absence shall be offered reinstatement to the employee's former job classification if a position is currently open and available. If there is no position currently open and available in the employee's former job classification, reinstatement shall not occur until a position in the employee's former job classification becomes open and available. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

SECTION 11.9. PAID PERSONAL LEAVE. On July 1 of each year, employees are credited with four (4) paid personal leave days to attend to matters that cannot be scheduled outside of normal working hours. The last two (2) of the paid personal leave days used annually will be deducted from previous earned paid sick leave. Except in emergency situations such as an illness involving a child, spouse or other dependents that necessitates the presence of the employee at home or at the site of medical treatment, paid personal days must be scheduled in advance at a time mutually agreeable to the Employer and the employee. In the event that the two (2) personal days are not used by June 30 of that fiscal year, the unused days shall be forfeited.

SECTION 11.10. FAMILY AND MEDICAL LEAVE. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (1) The birth of a son or daughter, and to care for the newborn child;

- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

For purposes of leaves under subparagraphs (3) and (4) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for F.M.L.A. leave.

The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (F.M.L.A.) and the regulations promulgated under that act.

SECTION 11.11. UNFORESEEN CLOSURES. If City Hall closes during regular business hours for unforeseen circumstances, City Hall employees will be paid at their regularly hourly rate for one half (1/2) of their scheduled day. The employee may choose to take the other half of their scheduled day without pay or elect to take personal or vacation time to compensate for the remainder of their scheduled day.

HOLIDAYS

SECTION 12.0. RECOGNIZED HOLIDAYS. The following days are recognized as holidays for purposes of this Agreement.

- New Year's Day — January 1
- Memorial Day — the Fourth Monday in May
- Independence Day — July 4
- Labor Day — the First Monday in September
- Thanksgiving Day — the Fourth Thursday in November
- Friday after Thanksgiving — Friday after the Fourth Thursday in November
- Christmas Eve — December 24
- Christmas — December 25
- New Year's Eve — December 31

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

SECTION 12.1. HOLIDAY CELEBRATION. Whenever an approved holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever an approved holiday falls on a Sunday, the following Monday shall be observed as the holiday.

SECTION 12.2. HOLIDAY PAY. Eligible employees shall receive eight (8) hours pay for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at time and one-half (1-1/2) their straight time regular rate of pay for all work performed on the holiday provided, however, that employees required to work on Christmas, Thanksgiving and New Year's Day shall be paid two (2) times their regular straight time rate of pay for all work performed on the holiday.

SECTION 12.3. HOLIDAY ELIGIBILITY. In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

(a) The employee must work their scheduled hours on the employee's last regularly scheduled workday before the holiday and on the employee's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer.

(b) The employee must be a full time employee on the active payroll as of the date of the holiday. For purposes of this subsection a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

VACATION

SECTION 13.0. VACATION ENTITLEMENT. Employees earn vacation leave with pay every two (2) weeks in accordance with the following:

Years of Continuous Service	Hours Pay
Less than four (4) years.....	3.0769 hour/pay period (80 hours per year)
At least four (4) years but less than six (6) years.....	4.1538 hour/pay period (108 hours per year)
At least six (6) years but less than twelve (12) years	4.9230 hour/pay period (128 hours per year)
At least twelve (12) years but less than fifteen (15) years	5.6923 hour/pay period (148 hours per year)

At least (15) years but
less than twenty (20) years 6.4615 hour/pay period
(168 hours per year)

At least twenty (20) years 6.7692 hour/pay period
(176 hours per year)

Vacation leave accrues and is credited to eligible employees based upon their years of continuous service as of their anniversary date. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer, and shall only be broken by a loss of seniority. The City reserves the right to grant advanced placement on the vacation schedule for related service with another employer.

SECTION 13.1. VACATION ELIGIBILITY. In order to be eligible for the full amount of vacation leave, an employee must have worked a total of at least 80 hours during the immediately preceding two week period. Employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to 80. For purposes of this Section, hours worked shall include all hours actually worked and all hours paid for vacation, holidays, and paid leaves of absence. Employees who are entitled to worker's compensation benefits because of job related injury shall be considered to have worked forty (40) hours during every week that they are entitled to worker's compensation benefits for up to three months in any calendar year.

SECTION 13.2. VACATION SCHEDULING. Employees may request time off for vacations after vacation leave has been credited to their use. Vacation requests must be in writing and normally should be submitted by the employee at least thirty (30) days in advance of the period requested. The Employer will endeavor to approve all vacation requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Employer. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting, and employees who do not submit vacation requests may be assigned a vacation period by the Employer. In the event that an employee is unable to utilize accrued vacation through no fault of their own, up to forty (40) hours of vacation time may be carried over to the next year. Employees shall not be paid for vacation time that is lost pursuant to the carry over restrictions of this Section.

SECTION 13.3. VACATION PAY. Vacation pay shall be at the employee's regular straight time rate, exclusive of all premiums, in effect at the time the employee takes vacation leave. Employees will receive their vacation pay on the regular Employer payday that coincides with their vacation.

SECTION 13.4. BENEFITS ON TERMINATION. Employees whose employment relationship with the Employer ends may receive pay for accrued and credited but unused vacation leave in any of the following circumstances:

- (a) If an employee retires in accordance with the retirement plan currently in effect.
- (b) If an employee resigns from employment and a minimum of two (2) weeks' advance notice is given to the Employer.

(c) If an employee is laid off and requests payment of vacation pay; provided, however, that such vacation pay shall be designated to the period of the layoff.

(d) In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

INSURANCE

SECTION 14.0. HEALTH CARE INSURANCE. The Employer will make available a group insurance program covering certain hospitalization, surgical, and medical expenses for participating full time employees and their eligible dependents. This insurance program shall be on a voluntary basis for employees who elect to participate in the insurance program. The insurance program provides the coverages set forth in Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers. Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

SECTION 14.1. DENTAL AND VISION CARE INSURANCE. The Employer will make available a group insurance program covering certain dental and vision care expenses for participating full time employees and their eligible dependents. This insurance program shall be on a voluntary basis for employees who elect to participate in the insurance program. The insurance program provides the coverages set forth in Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

SECTION 14.2. PAYMENT OF HEALTH CARE INSURANCE PREMIUMS. During the term of this Agreement, the Employer will pay the health insurance premium as indicated by the health insurance provider per month for single subscriber, two person and family coverage for full time employees who elect to participate in the group health insurance plan.

In the event that the health insurance premium will cause the City's health insurance costs to exceed the hard cap amounts established under the Publicly Funded Health Insurance Contribution Act, 2011 PA 152 as amended, employees will be required to contribute the amount necessary to allow the Employer to be in compliance with PA 152 as amended. The Employer's liability shall be limited to these payments.

SECTION 14.3. PAYMENT OF DENTAL AND VISION CARE INSURANCE PREMIUMS. During the term of this Agreement, the Employer agrees to pay *the insurance premiums as indicated by the health insurance provider* per month for single subscriber, two person and family coverage for full time employees who elect to

participate in the group dental and vision insurance plan. The Employer's liability shall be limited to these payments.

SECTION 14.4. LIFE INSURANCE. All employees who work twenty-four (24) or more hours per week on a regular basis shall be eligible for term life insurance policy coverage in an amount of One Thousand Dollars (\$1,000) for each One Thousand Dollars (\$1,000) of base salary, rounded down to the last full One Thousand Dollars (\$1,000) (i.e., \$19,500 equals \$19,000 in term life insurance coverage) after completion of the waiting period presently in effect. In addition, the employer will provide coverage to the spouses and children of eligible employees in the amount of \$8,000 on the spouse and \$4,000 on each dependent child. The specific terms and conditions governing this insurance coverage is set forth in detail in the master policy or policies as issued by the carrier or carriers. During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible employees.

SECTION 14.5. INSURANCE CARRIER. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent. Prior to changing carriers a special conference will be called to discuss the changes.

SECTION 14.6. OBLIGATION TO CONTINUE PAYMENTS. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence other than a family and medical leave, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that during the period of a family and medical leave of absence employees shall continue to be eligible for Employer-paid insurance on the same terms that applied prior to commencement of the F.M.L.A. leave. Employees on Employer approved unpaid leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay the insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury or who are on a disability leave of absence for a period of up to three months, after which time such employees may continue insurance benefits by self-payment.

SECTION 14.7. PAYMENT IN LIEU OF HEALTH INSURANCE. Full time employees who elect not to enroll in the group medical insurance plan because they are eligible for coverage under another health insurance plan will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status. These amounts are currently:

Two Persons - 50% of coverage amount
Family - 50% of coverage amount

There can be no election by a single coverage employee to opt out of the health care plan.

In March of each year, City employees eligible to participate in the group medical insurance program will be requested to advise the City Manager whether they intend to continue to participate in the group

insurance program, or to elect to receive payment in lieu of this insurance. Eligible employees who elect to receive the payments in lieu of medical insurance will receive these amounts throughout the following year. Due to open enrollment requirements, employees electing in March of any year to forego participation in the group medical insurance program will not be eligible to reenroll in this program until the following April.

SECTION 14.8. LONG TERM DISABILITY INSURANCE. The Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full time and regular part-time employees occupying a classification covered by this Agreement. Employees who satisfy the eligibility requirements of the insurance program will receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty per cent (60.%) of their normal gross monthly wages up to a maximum of \$5000.00 per month. These benefits shall be payable from the sixtieth (60th) day of disability, for a period not to exceed age 65. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act. The benefits payable under this program are currently provided under a contract with the Hartford Life Insurance Company, a copy of which has been provided to each covered employee and the Union. Disputes regarding entitlement to long term disability benefits are to be resolved through the processes established by the insurance carrier and are not subject to the provisions of this Agreement's grievance and arbitration procedures.

WAGES AND PREMIUM PAY

SECTION 15.0. WAGES. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at advanced steps in the wage classification. Employees who are promoted to a higher classification are placed at the step in the wage scale that provides a wage increase.

SECTION 15.1. NEW CLASSIFICATIONS. If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. The Employer agrees to negotiate with the Union upon request over the wage rate for the new classification.

SECTION 15.2. PREMIUM PAY. Employees shall be paid one and one half (1-1/2) times their regular straight time rate for all hours worked in excess of forty (40) in any work week. Employees shall be paid two (2) times their regular rate of pay for all hours worked on Sunday. There shall be no pyramiding or duplication of premium pay. For purposes of this Section, hours worked includes all time paid but not worked (paid sick leave, vacation, paid personal leave, funeral leave and paid jury duty leave) and all hours actually worked including time spent on call-ins.

SECTION 15.3. CALL-IN PAY. Employees who are called in to work at times other than their regular scheduled shift shall be paid at their regular straight time rate of pay for two (2) hours or for the time actually worked at the appropriate rate, whichever is greater. This pay guarantee shall only apply to a physical requirement to appear at a work site, the DPW building, or city hall. Employees who are called

at home and are not physically required to appear at work shall be paid in fifteen (15) minute increments dependent on the nature of the call and longevity of the call. The provisions of this section do not apply in instances where the employee is called in to work prior to the start of their regular scheduled shift and continue to work through the start of their regular scheduled shift or who continue to work past the end of their regular scheduled shift.

SECTION 15.4. STANDBY PAY. The City reserves the right to require employees to standby for call during evenings and weekends. Employees required to standby for a full week from Monday afternoon through Monday morning shall be paid eight (8) hours of pay at their regular straight time rate of pay. Employees on standby will be provided with a pager and required to report for all service calls during the period of their standby and will be paid in accordance with Section 15.3.

SECTION 15.5. SUBSTITUTION FOR SUPERVISOR. An employee designated as an acting supervisor for a period of five (5) or more consecutive days due to the absence of a supervisor shall be paid an additional \$1.20 per hour during the period of the designation as an acting supervisor. The City reserves the right to make such acting designations in its discretion.

RETIREMENT

SECTION 16.0. RETIREMENT PLAN. During the term of this Agreement, the program of retirement benefits provided for in the Plan B-2 of the Michigan Municipal Employees Retirement System, with F55-25 Rider, shall be in effect for full time and regular part-time employees. Under this plan, employees contribute four percent (4.0%) of their gross compensation. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System (MERS). Employee shall be vested after six (6) years of employment with the City. When the annual Actuarial Valuation for the City reports that City MERS program is funded at 120% or more, employee contribution will be dropped to zero. When the Actuarial Valuation reported drops below 120%, all employees will again be required to contribute 4% of their gross compensation.

SECTION 16.1. RETIREE HEALTH INSURANCE. In the event that an employee retires under the City's retirement plan and is drawing benefits from that plan, the Employer agrees to allow that retiree to participate in the City's group health insurance plan. This participation shall be at the cost of the retiree, and is subject to the approval of the insurance carrier.

SECTION 16.2. SECTION 457 DEFERRED COMPENSATION Plan. The City offers employees an opportunity to participate in a Section 457 deferred compensation plan. The City contributes one dollar (\$1.00) for every two dollars (\$2.00) contributed by an employee up to two and a half percent (2.50%) of gross salary.

MISCELLANEOUS

SECTION 17.0. CAPTIONS. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

SECTION 17.1. ADDRESS AND TELEPHONE CHANGES. It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number. Employees shall notify the

Employer, in writing, of any change in their name, address, and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment.

SECTION 17.2. REEMPLOYMENT FOLLOWING ACTIVE MILITARY SERVICE. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

SECTION 17.3. BULLETIN BOARD. The Employer shall provide the Union with adequate space on a bulletin board where the Union may post non-political notices of interest to bargaining unit members. Notices of meetings, Union elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board, but notices prejudicial to any elected or administrative officer of the Employer are examples of non-approved uses of the bulletin board.

SECTION 17.4. MILEAGE. In instances where an employee is required by the Employer to use the employee's private vehicle on approved duty assignments, the Employer shall reimburse the employee for mileage at the current IRS mileage rate.

SECTION 17.5. PAY PERIODS. Employees shall be paid bi-weekly, provided, however, that the Employer reserves the right to alter the day on which pay checks will be issued or to go to weekly pay checks in order to accommodate the accounting practices of the Employer.

SECTION 17.6. UNIFORMS AND EQUIPMENT. The Employer shall provide for full time employees such uniforms and equipment, and the replacement thereof, as the Employer shall determine is necessary.

SECTION 17.7. SEVERABILITY. If any Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

SECTION 17.8. INTENT AND WAIVER. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements

arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically the Union agrees it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of Section 4.0 during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

SECTION 17.9. TERM OF AGREEMENT. This Agreement shall become effective upon ratification and extend to June 30, 2015, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the 90th calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

The written notice referred to in this Section shall be addressed to Local 517M, Service Employees International Union, AFL-CIO-CLC, 376 E. Beech Street, Cedar Springs, Michigan 49319 if given by the Employer, and if given by the Union, shall be addressed to the City Manager at 289 Danforth, Coopersville, Michigan, 49404, or at such other addresses as the parties may designate in writing.

SECTION 17.10. LABOR MANAGEMENT COMMITTEE. A Labor Management Committee will be established with two representatives from the Non-Supervisory Local (one clerical and one DPW) and the City Manager and one other Management designee.

SECTION 17.11. LICENSES. As a condition of continued employment, all DPW Maintenance employees must possess an S-4 Water Distribution license and all employees required to operate a motor vehicle shall maintain a CDL Class B license and an insurable driving record. The City will reimburse employees for any fees incurred to purchase a CDL license over the cost of a regular operator's license.

CITY OF COOPERSVILLE

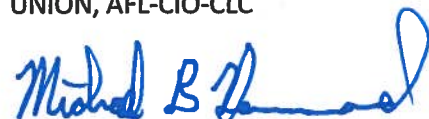


Rodney C. Lloyd, Mayor

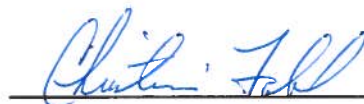


Steven R. Patrick, City Manager

LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO-CLC



Michael Hammond, WWTP Maintenance Person
Union President



Christine Fahl, Labor Relations Specialist
SEIU Local 517M

APPENDIX A

The following hourly wages shall be in effect as of the date indicated:

7-1-2014

	Start	6 Months	1 Years	2 Years	3 Years	4 Years
Clerical	\$15.40	\$15.87	\$16.59	\$17.05	\$17.55	\$18.46
DPW Laborer	\$14.46	\$14.93	\$15.64	\$16.10	\$16.61	
DPW Maintenance Person	\$15.40	\$15.87	\$16.59	\$17.05	\$17.55	\$18.46
WWTP Maintenance Person	\$15.40	\$15.87	\$16.59	\$17.05	\$17.55	\$18.46

APPENDIX B

The medical and hospitalization insurance program established in Section 14.0 currently provides the following coverage:

BCN HMO 80%/20% Hospitalization Plan (yearly plan maximum of \$3500/\$7000 for out of pocket costs) with \$1,000/\$2,000 deductible, \$150 Emergency Room Co-Pay after deductible, Prosthetic & Orthotic co-payment 50%, Durable Medical Equipment 50%, \$20 office visit and \$40 specialist co-pays, \$50 Urgent Care Center co-pay, and a Generic \$4-\$15/Brand \$40/\$80/20%/20% Prescription drug co-pay with coverage for contraceptives.

APPENDIX C

The dental and vision insurance program established in Section 14.1 currently provides the following coverage through BCN to those enrolled in the Health Insurance.

Dental Insurance

Employee and dependent coverage is provided at the following rates:

- Class I Services 100%
- Class II Services 75%
- Class III Services 50%
- Class IV Services 50%

Vision Insurance

FREQUENCY OF SERVICE

Exam: Every 24 months

Materials:

- Lenses.....Every 24 Months
- Frames.....Every 24 Months
- Contact LensesEvery 24 Months (in lieu of frames & lenses)

COPAYMENT

Exam: \$5.00

	BENEFITS	In-Network	Out-of Network
Eye Exam:	covered	\$5 copay	up to \$35.00 less \$5.00 copay
Lenses.....	covered	\$10 copay	Reimbursement up to predetermined amount based on lens type after copay
Frames.....	covered	\$10 copay	up to \$45.00 less \$10.00 copay
Contact Lenses			
Medically Necessary	covered	\$10 copay	up to \$210.00 after \$10.00 copay

CITY OF COOPERSVILLE
-and-
SEIU LOCAL 517M
(Non-Supervisory General Unit)

Letter of Understanding Regarding Operator Certifications

An employee receiving compensation based on the DPW Laborer wage scale would move up to the first position on the DPW Maintenance wage scale that provides a wage increase if they meet one of the two following requirements for water and sewer training and education. When the employee meets the second requirement they will be advanced to the next step in the DPW Maintenance wage scale. Employees will continue to advance through the wage scale for years of service:

(1) **WATER TRAINING AND EDUCATION.** An employee's wage will be adjusted after they successfully complete an eight to twelve week state certified water distribution program that is approved by the city. The increase will remain effective while the employee is earning enough hours of experience to be qualified to write the state S-4 Water Distribution examination. The employee must successfully pass the first or second state examination offered in this area to maintain the wage increase.

(2) **SEWER TRAINING AND EDUCATION.** An employee's wage will be adjusted after they successfully complete the city's sewer education and training program. The program will be designed to educate the employee on the city's sewer system and will involve a year of periodic classroom instruction, on the job training and a written examination at the end of the year.

CITY OF COOPERSVILLE




Rodney C. Lloyd, Mayor




Steven R. Patrick, City Manager

LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO-CLC



Michael Hammond, WWTP Maintenance Person
Union President



Christine Fahl, Labor Relations Specialist
SEIU Local 517M

CITY OF COOPERSVILLE
-and-
SEIU LOCAL 517M
(Non-Supervisory General Unit)

Letter of Understanding Regarding Reasonable Accommodation Negotiations

The parties recognize the duty of the Employer to make reasonable accommodations, including the obligation to consider the restructuring of jobs, for qualifying individuals with disabilities under federal and state law. The provisions of Section 17.8. Intent and Waiver notwithstanding, in the event that the Employer determines that a potential accommodation is necessary in order for it to fulfill its obligations under state and/or federal law, and that accommodation would conflict with the provisions of this agreement, the parties agree to reopen the affected section or sections and enter into negotiations on successor language or letters of understanding to allow the Employer to implement necessary accommodations.


CITY OF COOPERSVILLE LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO-CLC

CITY OF COOPERSVILLE

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