

A G R E E M E N T

Between

CITY OF PLAINWELL



And

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL NO.517M**

July 2013 through June 2016

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AGREEMENT

THIS AGREEMENT effective this 1st day of July 2013, by and between the CITY OF PLAINWELL, (hereinafter referred to as the "Employer"), and Local517M Unit 72 of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, (hereinafter referred to as the "Union").

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives and among all employees.

ARTICLE II - RECOGNITION

Section 1. Recognition. Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described as: All regular full-time and part-time employees of the City of Plainwell Department of Public Works and Water Renewal Plant, including the horticulturalist, and excluding supervisors and any other employees as determined by the Michigan Employment Relations Commission.

(a) The City may hire temporary and/or seasonal employees not to exceed fifteen (15) employees. Temporary/seasonal employees will not operate heavy equipment.

Section 2. Union Activity During Working Hours. The Union agrees that except as specifically provided by the terms and provisions of this Agreement, employees

shall not be permitted to engage in Union activity during working hours. There shall be no Union meetings held on City property unless authorized in writing by the Employer.

Section 3. Union Representation. The Employer recognizes the right of the Union to elect a Unit President and one (1) Steward and the Employer shall be promptly notified in writing by the UNION of the names of the Unit President and Steward:

(a) Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.

(b) A local or international representative of the Union may be permitted to visit the operation of the Employer during working hours to talk with the Unit President or representatives of the Employer concerning matters covered by this Agreement; provided, however, such visitation shall not interfere with performance of work by bargaining unit employees.

ARTICLE III - UNION SECURITY

Section 1 Check Off- The authorization to check-off and deduct Union membership dues is strictly a matter of voluntary choice of the individual employee. Upon receipt of a written authorization from an employee, and to the extent permitted by law, the employer shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the Union and the Employer by first class mail or registered mail during the period of thirty (30) days immediately prior to the annual anniversary date of the contract (June 1 – June 30).

Section 2 Indemnity Provision. The Union shall indemnify the employer for any damages, attorney's fees, legal cost or other forms of liability that may arise out of action taken or not taken by the employer in connection with implementing deduced deduction provisions of Article III Section 1.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Management of Facilities. It is recognized that except as limited or abrogated by the terms of this Agreement, the management of the Employer, the control of its properties, and the maintenance of order and efficiency are the responsibility of the

Employer. Rights and responsibilities belonging to the Employer include (but are not limited to): the right to decide the methods and means of providing service; the number, location and type of facilities; the work to be performed; the equipment to be used; the amount of supervision necessary; the scheduling of work; and the selection and purchasing of materials.

Section 2. Management of Employees. It is further recognized that the selection and direction of the working force, including the right to hire, discipline, suspend, discharge for just cause, assign, promote and transfer employees; to lay off and recall employees; to determine the amount of overtime to be worked; to assign work; to establish and require employees to observe the Employer's reasonable rules and regulations; and to maintain discipline and efficiency of employees, is the responsibility of the Employer, subject only to the express provisions of this Agreement that may limit the exercise of such rights. The Department of Public Works Superintendent, as a supervisory position, will be allowed to do unit work only while introducing and training employees or during an emergency situation.

ARTICLE V - NO STRIKE - NO LOCKOUT CLAUSE

Section 1. No Strike/No Lockout. The Union agrees that during the life of this Agreement neither the Union, its agents, nor members of the bargaining unit will authorize, instigate aid, condone, or engage in a strike, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that during the life of this Agreement, neither the Employer, its agents nor supervisors will authorize, instigate, aid, condone or engage in a lockout of members of the bargaining unit.

Section 2. Strikes by Individuals. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown or other prohibited activity as outlined in Section 1 may be disciplined or discharged at the discretion of the Employer. It is understood that the question as to whether an employee or employees were, in fact, engaged in such prohibited activity may be resolved through the grievance procedure.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. The grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of the Agreement involved.

Section 2. Grievance Procedure. Before implementing the grievance procedure, employees must first discuss any grievance with the Department Head within five (5) regularly scheduled working days after the occurrence of the event(s) upon which the grievance is based. The employee may request the presence of the Steward at such discussion. The Department Head will provide the employee with an oral response within forty-eight (48) hours after the initial discussion. If the grievance is not resolved by the Department Head's oral response, a grievance may be reduced to writing and resolved in the following manner:

STEP ONE: If the grievance is not resolved by oral discussion with the Department Head, the grievance shall be submitted in writing to the Department Head within five (5) regularly scheduled working days after the oral response from the Department Head. The grievance shall be signed by the employee filing the grievance and the Steward. The Department Head shall give his written answer to the Steward within five (5) regularly scheduled working days after the date of receipt of the written grievance.

STEP TWO: If the grievance is denied by the Department Head, the Unit President may appeal the grievance to the City Manager within three (3) regularly scheduled working days of the denial. The City Manager and/or his designated representative shall meet with the Unit President and the grievant within seven (7) regularly scheduled working days thereafter to discuss the grievance. The City Manager shall give his written answer to the Unit President within seven (7) regularly scheduled working days after such meeting.

STEP THREE: If the grievance is denied by the City Manager, the Unit President may resubmit the grievance to the City Manager within three (3) regularly scheduled working days of the denial. The City Manager and/or his designated representative shall meet with the Union Business Agent and Unit President within seven (7) regularly scheduled working days thereafter to discuss the grievance. The City Manager shall give his written answer to the Unit President within seven (7) regularly scheduled working days after such meeting.

STEP FOUR: If the grievance is denied by the City Manager, the Unit President may appeal the grievance to a governmental panel within five (5) regularly scheduled working days after the denial. The governmental panel shall consist of the Mayor of Plainwell, as well as two other individuals selected at the discretion of the Mayor. The panel of three (3) shall meet with the Union Business Agent and the Unit President within five (5) regularly scheduled working days thereafter to discuss the

grievance. The panel shall submit its written answer, through the Mayor, to the Unit President within five (5) regularly scheduled working days after such meeting.

STEP FIVE: If the grievance has not been settled in the Third Step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) regularly scheduled working days after delivery by the Employer to the Union of the Third Step answer. The grievance must be submitted to the American Arbitration Association for resolution in accordance with its labor arbitration rules then in existence, with a copy provided to the other party. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. No award of the arbitrator shall be retroactive more than twenty (20) days prior to the time the grievance was first submitted in writing. The expenses and fees of the American Arbitration Association shall be paid in full by the non-prevailing party. In the event neither party prevails in full, the arbitrator shall apportion the expenses and fees between the parties.

Section 3. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Union shall be excused from the hearing after his or her testimony is completed.

Section 4. Time Limits. Grievances not filed or appealed within the designated time period shall be considered withdrawn. Grievances not answered by management within the designated time limits may be appealed to the next step within seven (7) regularly scheduled working days after expiration of the applicable time period within which the Employer was entitled to respond to the employee's grievance. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

Section 5. Grievance Discussions or Investigations. To the extent possible, grievance discussions or investigations shall be conducted during non-working hours. In those instances where this is not possible, the Steward shall request to be excused by the Department Head. The Steward shall complete his investigation as quickly as possible and in such a manner so as not to interfere unnecessarily with the performance of work in the department. It is understood and agreed that the Employer shall not pay for time spent investigating or processing grievances. If the City calls the Steward to attend a meeting during the Steward's regular work hours, the Steward shall be compensated at the regular straight rate for all hours of work necessarily lost.

ARTICLE VII - DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension. In the event an employee is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he believes he has been unjustly suspended or discharged, the suspension or discharge shall constitute a case arising under the grievance procedure, provided that a written grievance signed by the employee and the Steward is presented to the Department Head within two (2) regularly scheduled working days after such discharge or after the start of such suspension:

(a) The Employer agrees, promptly upon the discharge or suspension, to notify the employee and the Steward in writing of the suspension or discharge.

(b) It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

ARTICLE VIII - SENIORITY

Section 1. Probationary Period. All new employees will be probationary for their first six (6) months of employment. An employee who is absent from work for a period of time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which would qualify him for "regular employee status". During the probationary period, the employee shall be on a trial basis, shall have no seniority, and may have his employment terminated without regard to his relative length of service or the grievance procedure. Upon successful completion of the probationary period, and regular employee status is obtained, the employee shall have his name added to the seniority list as of the date he was employed. All benefits provided by the City do not begin until after regular employee status begins, unless otherwise stated in this agreement. However, new employees who have not completed their probationary period shall be eligible for overtime.

Section 2. Definition of Seniority. Seniority shall be defined as an employee's length of continuous service with the Employer's Department of Public Works or Water Renewal Plant since his last hiring date. Continuous service is defined as that time actually spent on the active payroll of the Employer reduced by leave of absence without pay. "Last Hiring Date" shall mean the date on which the employee was hired and since which he has not quit, retired or been discharged for cause.

Section 3. Seniority List. The names of all bargaining unit employees shall be listed on the seniority list in order of their last hiring date and shall be provided to the Union in January of each year.

Section 4. Termination of Seniority. An employee's seniority shall terminate for the following reasons:

(a) If he/she quits, retires, is discharged, if the employee is convicted of a felony and/or a misdemeanor which would interfere with the employer's operations, or if the employee loses a critical licensure such as an operating license that is necessary for operating equipment.

(b) If he is absent for three (3) regularly scheduled working days without notifying his Department Head during such days of a justifiable reason for such absence.

(c) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within seven (7) regularly scheduled working days after notice of recall or after written notice by certified mail of such recall is sent to his last address on record with the Employer, whichever occurs first.

(d) If he fails to return to work immediately upon the expiration of a leave of absence without having previously obtained advance written approval, unless the individual's failure to immediately return is caused by extenuating circumstances deemed by the Employer to justify a continued absence; or the employee accepts employment elsewhere while on a leave of absence.

(e) If he has been laid off for a continuous period of eighteen (18) consecutive months, or an amount of time equal to his seniority, whichever is shorter.

Section 5. Layoff Procedure. If it is necessary to reduce the number of employees in the bargaining unit, probationary, part-time, seasonal and temporary employees shall be laid off first, provided there are employees with seniority who have the then present

ability to perform the available work. Thereafter, the Employer shall determine the number of employees to be removed from each job classification. Employees with seniority in a job classification shall be removed on the basis of their seniority, i.e., least senior employee being displaced first, provided that the remaining employees have the then present ability to perform the available work in the classification. Under ordinary circumstances, notice of a pending layoff of more than five (5) days duration shall be posted at least five (5) regularly scheduled working days in advance of its effective date. An employee laid off from a job classification shall be allowed to exercise his seniority to displace an employee in any other job classification with an equal or lower wage scale, provided that he has the then present ability to satisfactorily perform the normal job functions of the position without trial or training.

Section 6. Recall Procedure. Employees with seniority shall be recalled on the basis of applying the above procedure in reverse order, i.e., most senior employee being recalled first, provided he has the then present ability to perform the available work. Notice of recall shall be sent to the employee at his last known address on record with the Employer by certified mail.

Section 7. New Permanent Job Classifications. When and if the Employer determines that it is necessary to create a permanent new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore, establish or amend the job description and advise the Union as to both. If the Union disagrees with the rate of pay established, it may file a written grievance with respect thereto starting at the Second Step of the grievance procedure, provided that a grievance is filed within five (5) regularly scheduled working days after such notice is given to the Union. If, as a result, a different rate of pay is established, the different rate of pay will become effective as of the date the job classification was created.

Section 8. Posting and Bidding. When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the bargaining unit, the Employer shall post such opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs for a period of five (5) regularly scheduled working days. During such five (5) day period, employees who have completed their probationary period may bid for such job or vacancy by signing the posting and presenting to the Department Head a signed statement concerning any qualifications or experience not listed in their personnel file that they wish to have considered. The appointment to a vacancy in the bargaining unit shall be in accordance with the following procedure:

- (a) If all factors are relatively equal among bidding employees, the most senior employee shall be awarded the job. It is understood that the bidding

employees' experience with the Employer in related job requirements and his work history shall be taken into account.

(b) If no employee satisfies the specifications of subsection (a) above, then the Employer may assign a probationary employee who satisfies the specifications or institute the hiring procedure.

(c) If the Employer determines that the most senior bidding employee will not be awarded the job, prior to awarding the job, the Employer will meet with the Steward to discuss the awarding of the job.

(d) The job shall be awarded or denied within fifteen (15) working days after the posting period.

Section 9. Trial Period. When an employee is awarded a job under the provisions set forth in Section 8 of this Article, the successful bidder shall be on trial (job probation) for a period of four (4) months after being assigned to his new classification, if such classification is a new permanent job classification, and two (2) months if such classification is a permanent vacancy in an existing job classification. During such period, an employee may be removed from his new classification at any time he demonstrates to the Employer's satisfaction that he is or will be unable to perform satisfactorily the requirements of such job:

(a) An employee, who during the trial period is removed from a job classification for which he had bid because of his request or inability to perform the requirements thereof, shall be returned to the last job classification he had permanently occupied. In case of such setback, the Employer shall first consider other employees who signed for the posted job before reposting the job.

Section 10. Temporary Transfers. The service needs of the Employer change from day to day and season to season; therefore, employees within a job classification may be assigned to work in a different job classification as the need arises. The Employer shall have the right to temporarily transfer an employee from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The Employer shall also have the right to temporarily transfer an employee from one job classification to another to fill a vacancy or to take care of unusual conditions or situations which may arise. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred. Any

employee temporarily transferred to a job classification with a higher maximum pay rate in accordance with the provisions of this Section shall be paid the applicable wage rate for the higher paying job classification. Any employee temporarily transferred to a job classification with a lower maximum pay rate, in accordance with the provisions of this Section, shall continue to be paid his regular wage.

Section 11. Promotions Outside the Bargaining Unit. An employee promoted to a position outside the bargaining unit shall accumulate seniority while working outside the bargaining unit. If the employee requests to return to the bargaining unit during the period of one (1) year following the date of his promotion, he shall commence work in a job similar to the one he held at the time of his promotion.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Personal Leave of Absence. The Employer may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work and that there is good cause for the leave. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days.

Section 2. Funeral Leave. Regular full-time and regular permanent part-time employees shall receive eight (8) hour of regular pay for each day necessarily lost during a regularly scheduled workweek, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their or their current spouse's immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive working days, the last of the three (3) days being no later than the day following the funeral. To be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral, and, if requested, must present proof of death:

(a) Immediate family is to be defined as the employee's current spouse, son, daughter, mother, father, mother-in-law or father-in-law, brother or sister, brother-in-law, sister-in-law, grandfather or grandmother.

Section 3. Leave of Absence for Jury Duty. A regular full-time or part-time employee shall be granted a leave of absence with pay up to a maximum daily rate of eight (8) hours at his straight-time hourly rate for a maximum of 20 days in order to serve required jury duty. In such cases, all jury fees shall be signed over to the Employer. In

order to receive the payment above referred to, an employee must give the Department Head prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment. In the event that the employee is excused from jury service on any day either before or at the noon recess, he must return to work for the balance of the day.

Section 4. Medical Leave. An employee who has completed his probationary period and who, because of illness, pregnancy or accident, is physically unable to work shall, upon request, be given a leave of absence without pay for the duration of such disability, provided: (1) that he promptly notifies the Employer of the necessity therefore; (2) that he supplies the Employer with a certificate from a medical/osteopathic doctor of the necessity for the absence and continuation of such absence when the same is requested by the Employer; and (3) that prior to resuming his duties he supplies a doctor's certificate stating that he is fully capable of resuming his normal duties.

Section 5. Military Leave. The Employer agrees to abide by applicable federal and state law with regard to leaves of absence for military service.

Section 6. Return from Leaves of Absence. An employee granted a leave of absence will be guaranteed his prior position for a period of six (6) calendar months, which period shall be retroactive to and commence with the employee's initial date of absence from work, and after the expiration of this six (6) month period, the Employer will attempt to place the employee in a job he is then presently able to perform and which is vacant, or will attempt to place him in the next such job position which is vacated.

ARTICLE X - PHYSICAL EXAMINATIONS

The Employer may require any of its employees to submit to a medical examination at such times as it may deem necessary in the light of existing circumstances. The examinations shall be paid for by the Employer and shall be made by a licensed physician designated by the Employer. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform the essential functions of his/her job, the employee involved may be granted a leave of absence.

ARTICLE XI - HOURS OF WORK

Section 1. Hours of Work and Shifts. The normal hours of work for all full-time employees shall average forty (40) hours per week, for all part-time employee forty (40)

to sixty-four (64) per pay period. Nothing in this section shall be construed as a guarantee of the herein referred to hours per week or pay per week. The specific work schedules will be set by the Department Head, who may change the work schedules to provide more convenience for the public or improve working conditions for employees. In addition, if state, federal or local agencies require or mandate the City to provide weekend coverage on any of the City operations, then the City can schedule Saturday and/or Sunday as a regular workday for employees working said operations and thus not an overtime day as such.

Section 2. Workweek Computation. For the purpose of this Agreement, the work week shall begin at 12:01 a.m. Monday morning and the day shall be a calendar day. For any shift in which the employee works hours falling within two (2) separate calendar days, the hours worked each day shall be computed separately and the employee shall be paid at the contractually established rate for hours worked on that particular day.

Section 3. Rest Periods. Employees shall be entitled to one thirty (30) minute paid break period at or near the midpoint of the first half of their shift and one thirty (30) minute unpaid meal period at or near the midpoint of their shift, at times scheduled by the Department Head. It is understood and agreed that the timing of the break and meal periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until certain aspects of the job then being performed have been completed. Employees in positions which require the uninterrupted presence of an employee shall receive such rest period only when qualified relief is available and practicable. It is also understood and agreed that Employer vehicles are not to be used for purposes of traveling to or from any location at which to take a break or meal period, except as specifically authorized by the Department Head:

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except for the break periods provided above.

Section 4. Overtime Assignments. Overtime will be assigned on a rotating basis within the bargaining unit, except in the areas specific expertise is warranted within the water works, water renewal, pumping and treatment, electrical work, tree work and specialized equipment. All overtime will be offered to full-time employees first before hours are available to part-time employees.

Section 5. Unscheduled Work. When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not

less than three (3) hours pay at his overtime-hourly rate. The nature of the work and the responsibility to the people of the community requires that employees be available to calls to duty during off-duty hours. Therefore, it is understood and agreed that if an employee is contacted during off-duty hours and requested to report to work, he shall report for duty or be subject to disciplinary action. Employees who are continually unavailable to be contacted for off-duty calls to work shall likewise be subject to disciplinary action. Prior to disciplining an employee for continued unavailability, the Employer will give the employee and the Union notice that subsequent incidents of unavailability for calls to duty will result in discipline.

ARTICLE XII - WAGES

Section 1. Wage Schedule. For the life of this Agreement, the wage schedules set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect.

Section 2. Overtime. Overtime will be paid at the rate of one and one-half (1½) of the regular hourly rate of pay for all assigned work in excess of forty (40) hours per week or eight (8) hours per day computed to the nearest tenth of an hour. For the purpose of calculating overtime compensation due, hours paid but not worked shall count toward the forty (40) hours per week overtime provision. Although hours worked on Sunday and holidays shall otherwise be computed for overtime purposes, the above referenced overtime rate of pay shall not apply to hours worked on Sundays and holidays. Hours actually worked on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate of pay:

(a) All hours spent for schooling and/or training for advancement purposes shall be counted toward the forty (40) hour work week. All schooling and/or training must be approved by the supervisor prior to signing up or registering.

Section 3. Pay for Permanent Classification Changes. When, through the job bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which he bid, such employee upon being awarded such job shall be advanced to the new pay range step in the job classification for which he bid which will result in an increase in his pay, and thereafter shall be governed by the pay range increments set forth in such job in Appendix "A.":

(a) When, through the bidding procedure or through otherwise exercising his seniority, an employee is placed on a job for which the maximum of the rate

range is less than his then current rate, he shall receive the maximum of the rate range of the job onto which he was thus placed.

Section 4. Pay Day. The payroll shall be computed bi-weekly, and payday shall be Wednesday for the pay period of the preceding weeks beginning on Monday and ending on Sunday. Employees must have time sheets turned into the payroll officer by 10:00 a.m. on Monday to assure proper processing of the payroll.

Section 5. Compensatory Time.

- The compensatory time (CT) must be declared by the employee within the pay period worked.
- Employees are allowed a maximum forty (40) hours of CT bank accrual; such bank may not be carried over from year to year. Any unused CT existing in employee's CT bank at the end of the fiscal year will be paid to said employee.
- Any unused CT shall be paid upon an employee's separation, retirement or death. In the case of death, the payment shall be made to the employee's estate. Payment shall be made at the rate of pay in effect at the time of retirement, separation, or death.
- The use of any CT will be determined by the Department Head.

ARTICLE XIII - VACATIONS

Section 1. Eligibility and Allowance. Vacation time shall be earned and used on an anniversary year basis. Full-time permanent employees with regular employee status shall be entitled to paid vacation in accordance with the following schedule Regular permanent part-time employees shall be entitled to paid vacation in the same manner as full-time but receiving half of the hours in the following schedule:

<u>Years of Completed Continuous Service</u>	<u>Vacation Hours</u>
Successful completion of probationary period	40 hrs.
1 - 5 yrs.	80 hrs.

5 - 12 yrs.	120 hrs.
12 - 15 yrs.	160 hrs.
16 yrs.	168 hrs.
17 yrs.	176 hrs.
18 yrs.	184 hrs.
19 yrs.	192 hrs.
20 yrs.	200 hrs.
30+ yrs	208 hrs.

Section 2. Vacation Scheduling. Employees may take their vacation anytime between successive anniversary dates provided that they have made arrangements with the Department Head at least two (2) weeks in advance. Vacation time may be accumulated to a maximum of 1-1/2 times an employee's annual accrual of said vacation; once the maximum vacation has been reached monthly accruals shall be capped. The City Manager or designee shall notify employees and their Department Heads by posting a biweekly report reflecting the maximum that each employee may accumulate with the remaining current balance available. A statement showing all accumulated vacation time shall be reported to each individual employee in his biweekly paycheck. Vacation pay may be paid in lieu of vacation time only in accordance with Employee Policy Handbook:

(a) The Department Head shall determine the number of employees who can be spared for vacation purposes at any time, but shall make every reasonable effort to allow employees to take their vacation at the time of their choosing.

(b) When two (2) or more written requests for vacation time are received than can be granted at one time, the most senior employee making a written request at least two (2) weeks in advance for that time will be given preference.

(c) While on vacation leave, vacation leave cannot be converted to sick leave.

(d) Vacation can be used in one (1) hour increments

Section 3. Termination of Employment. Upon an employee's termination of employment, except where such termination is a discharge for just cause, an employee shall be paid an amount representing his unused vacation time earned as of his last anniversary date, computed at his final hourly rate of pay. If an employee fails to render two (2) weeks notification of resignation, he shall not be entitled to any portion of

vacation pay for unused vacation time. For an employee who dies after completing the six (6) month probationary period, his designated beneficiary shall be entitled to receive pay for the employee's unused vacation time.

ARTICLE XIV - HOLIDAYS

Section 1. Definition. The following days are designated as holidays under this Agreement for the contract year: New Year's Day, Good Friday, Memorial Day, and Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day:

(a) If any of the above holidays occurs on Saturday or Sunday, the Friday before or the Monday following, respectively, shall be recognized as the holiday.

Section 2. Holiday Pay. Full-time employees, who are regularly scheduled to work on a day that is celebrated as a holiday, but not required to work, shall continue to receive their regular salary; regular permanent part-time employees will receive 4 hours per said holiday. Employees scheduled to work on a day celebrated as a holiday and who are required to receive, in addition to holiday pay, two (2) times their regular straight-time hourly rate of pay for each hour actually worked on the holiday. (See Article XII, Section 2).

Section 3. Eligibility. In order to receive the holiday pay referred to above, an employee must have completed sixty (60) calendar days of his probationary period and actually worked eight (8) hours on his last scheduled workday before the holiday and eight (8) hours on his first scheduled workday following the holiday, unless the failure to work on such day is due to a regularly scheduled vacation or paid sick leave. Employees scheduled to work on a holiday must actually work the holiday to receive holiday pay.

Section 4. Holidays During Vacation. When a holiday occurs during a scheduled vacation the employee (if eligible for holiday pay) will be given holiday pay and will not be required to use vacation time for that day.

ARTICLE XV - SICK LEAVE

Section 1. Accumulation of Sick Leave. Employees with regular full-time status shall accumulate sick leave at the rate of eight (8) hours per month for each month that an

employee actually works at least fifteen (15) working days, employees with regular permanent part-time employees shall accumulate sick leave at the rate of eight (4) hours every month in the same manner as full-time employees accumulate sick leave:

- (a) When an employee is entitled to sick leave, he shall be paid sick leave in one (1) hour increments up to a maximum of eight (8) hours for each regular work day missed while on sick leave.
- (b) In order to qualify for sick leave payments, the employee must report his intended absence to his supervisor no later than thirty (30) minutes after the start of his shift.
- (c) An employee may use up to forty-eight (48) hours of sick leave annually for illness or injury in the immediate family.
- (d) An employee must present a medical certificate attesting to the employee's physical inability to perform his work for all absences in excess of three (3) days. However, if the Employer has reason to believe that an employee is abusing sick leave, it may request a medical certificate for any given absence.
- (e) An employee who makes a false claim for sick leave shall be subject to dismissal.
- (f) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in service of another employer or while acting in the capacity of a private contractor to another party.

Section 2. Payout of Sick Leave. There shall be no payout for the first 1,000 hours of accumulated sick leave. All balances for current employees over 1,000 hours as of June 30, 2013, will be frozen. By either retirement or separation with 25 years of service, these hours will be paid at the June 30, 2013 rate of pay at 100% into the employee's 401a plan.

Beginning July 1, 2013, after an employee has accumulated 1000 hours, within the first payroll of each fiscal year, 50% of the value of the hours over 1,000 will be computed using the previous fiscal year ending pay rate and the value will be deposited into the employees' 401a plan. Remaining hours will be deleted back to 1000 hours.

ARTICLE XVI - INSURANCE AND PENSION

Section 1. Insurance. The Employer agrees, for the life of this Agreement, to maintain the present level of group health, dental, optical and life insurance benefits with an insurance carrier or carriers authorized under the same conditions as prevailed immediately prior to the execution of this Agreement. Effective the first full pay period in October Of 2011, employees contribute 20% of their health insurance premiums/copay (including health, vision and dental), to be deducted from the employee's bi-weekly payroll. Extended coverage may be purchased at the employee's expense. Insurance benefits may start after 30 days of hire.

Retiree health insurance will be provided as follows:

(a) The City will pay for single person coverage for SEIU members prior to July 1, 2007; this coverage shall become supplemental coverage when the retiree becomes eligible for Medicare.

(b) The City will pay for the cost of single person coverage for SEIU members who retire after July 1, 2007 with 25 years or more of service with the City and 60 years of age. This coverage shall cease when the retiree becomes eligible for Medicare. Retired employees eligible for Medicare may purchase supplemental insurance through the City at 100% their cost.

(c) Notwithstanding any of the above current terms and conditions for retiree hospitalization insurance, a retiree's hospitalization insurance will be based on whatever terms and conditions exist in the applicable collective bargaining agreement at any point in time during the retiree's retirement, and the terms and conditions for retiree hospitalization insurance may change over time depending on the future collective bargaining negotiations and future agreements.

Section 2. Pension. All full-time employees shall be eligible to participate in the Employer's Retirement Programs. To qualify for the 401 (a) Retirement Program, an employee must have completed the required 6-month probationary period. The Employer agrees to continue its pension plan on the following basis: 10% of the employee's base wage into the Employer's 401 (a) plan. If employee contributes 5% into the designated 457 Retirement Program, Employer will contribute a match of 4% into the 401 (a) Retirement Program for their benefit. Effective the first day of the first full pay period in January of 2012, the City's contribution to the employee' 401(a) pension plan will be 10% of the employees' base wage, regardless of any employee match or whether the employer decides to make any matching contribution.

ARTICLE XVII - MISCELLANEOUS

Section 1. Personal Time. Full-time SEIU Members shall accumulate 16 hours of personal time, Part-time shall accumulate eight (8) hours of personal time that can be used in 1-hour increments. All accrued time shall be used by June 30.

Section 2. Uniforms. The Employer shall continue the policy it had prior to the execution of this Agreement regarding the furnishing of uniforms and shoes for full-time SEIU members, except eleven (11) uniforms shall be provided bi-weekly and the annual shoe/boot allowance shall be up to \$175.00 for ANSI/OSHA approved safety shoes. All part-time SEIU members shall receive half of the full-time uniform benefit, and an annual shoe/boot allowance of \$150.00 per year. Annual uniforms will be provided to the employees by September 1st each year.

Section 3. Bulletin Board. The Employer shall provide a bulletin board for each department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 4. Address and Telephone. All employees shall provide the Employer with their current address and telephone number and any changes therein. The Employer agrees to provide the Union with copies of the names and addresses on record with the Employer in January of each year.

Section 5. Departmental Rules and Regulations. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and efficient operation of the department and to require compliance therewith. Any complaint relative to the reasonableness of any such rule or regulation may be considered a grievance and subject to the grievance procedure, provided that a grievance is filed at the Second Step of the grievance procedure within fifteen (15) regularly scheduled working days after the date of the notice to the Union.

Section 6. Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if it determines it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 7. Copies of Agreement. The Employer agrees to provide to each employee a copy of this Agreement.

Section 8. Pronoun Clause. The masculine pronoun as used in this Agreement shall be held to include the feminine, unless otherwise provided.

Section 9. Separability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 10. Waiver. 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 waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters 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.

Section 11. Other Agreements. No agreement or understanding contrary to this Collective Bargaining Agreement nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings and arrangements heretofore existing.

Section 12. Electronic Communication. The City agrees to communicate and provide to the Union current and new member information (on a monthly basis) via electronic transmission the following:

- Member Names
- Addresses

- Rate of Pay
- Hire Date

Section 13. New Hire Notification. Whenever a leave, transfer or new hire occurs, the City will make every effort to inform the President within five (5) business days of the hire date.

Section 14. Acting Superintendent Pay. When it becomes necessary for a SEIU Member to serve as Superintendent, the City will pay as follows:

- Three (3) hours stand by pay at the DPW Superintendents current rate of pay for each Saturday, Sunday, and Holiday that is covered. Stand by pay is defined as carrying a phone and being readily available for emergency calls and have the ability to reach the City limits within 40 minutes of time.
- If said individual is working as Acting Superintendent during normal working hours (defined as 7:00 a.m. to 3:30 p.m.) Monday thru Friday; that individual will be paid at the DPW Superintendents current rate of pay.
- Call in pay (3-hours minimum) will be compensated per current contract language.
- If more than one employee volunteers; the employee with the highest seniority will be chosen to fill in as Superintendent.
- Probationary employees are not eligible to volunteer as Superintendent.

Section 15. Merit Pay. It is agreed that the city will continue to pay merit pay to Dan Neeson on a 40 hour week, which is based on his primary job duties. Dan Neeson is identified as the City's Water System and Distribution Operator and performs the tasks identified as a function of that department a majority of the time.

The City, through its management rights, can from time to time assign other duties, not in the operation or duties which require the license, during the work week. It is understood that, Dan Neeson, will continue to receive his merit pay up to 40 hours. In the case where he is called out for overtime in the operation and duties requiring such licensing, he will be paid the merit pay that applies.

All other employees in the unit will be covered by Appendix A of the bargaining agreement under the provision of merit pay.

Section 16. Volunteers. The City retains authority to use volunteers, hire temporary and/or seasonal employees so long as it does not adversely affect the regularly scheduled hours of bargaining unit employees.

Section 17. Water Renewal Weekend Coverage. Pursuant to a letter from the State of Michigan Department of Natural Resources dated May 21, 1990, the City has been required to make provisions to run a full (5) five-day BOD analysis as required by the City's permit. This will require weekend coverage at the Water Renewal Plant. The DNR has also suggested and requested that sludge pumping occur on a daily basis, including the weekends.

The City has elected not to exercise its rights under Article XI, Section 1 of the Contract to schedule Saturday and Sunday as a regular workday for the Waste Water Treatment Plant. Without waiving its rights under the Master Agreement, the City intends to initially meet the State's requirement and request by scheduling overtime assignments for Saturday, Sunday and holidays upon the following guidelines:

1. The City will schedule a four-hour overtime assignment on both Saturday and Sunday of each week. The City will, at its discretion, schedule overtime on holidays, but not to exceed four hours.
2. Wages for the overtime assignments will be paid in accordance with Article XII, Section 2 of the Master Agreement. Ordinarily this will mean one and one half times the regular hourly rate for hours worked on Saturday and two times the regular rate for hours actually worked on Sundays and holidays.
3. The assignment of overtime will be handled according to Article XI, Section 4 of this Agreement. The City will not adjust the regular workweek schedule to avoid paying Saturday overtime.
4. Employees assigned to the overtime will be expected to perform the BOD testing, take required readings at the Waste Water Treatment Plant and the water wells, pump sludge and perform other duties as assigned.
5. Upon request from DPW employees, the City will train at least two additional employees in the required operations to qualify them for these Water Renewal overtime assignments.
6. Scheduling of the actual times to be worked on Saturdays, Sundays and holidays will take into consideration the input of the employee assigned to work. Prior approval of the superintendent, however, is required for any change from the regular schedule.

The City, by agreeing to section 18, is not waiving any rights it has under the Agreement or restricting its right to schedule work in the future.

Section 18 Hydrant Flushing. The Union agrees that two (2) times a year when the City decides to flush the hydrants, the Employer will ask for volunteers first and if there are no volunteers the City will appoint the least senior employee to do the job. This work will be done during the 11:00 p.m. to 7:00 a.m. shift for four (4) or five (5) days. The Employer will pay above their wages thirty-five cents (35¢) per hour as a night shift premium.

Section 19. Emergency Call-Out Procedure. All emergency calls will be forwarded to the Department Head that needs to deal with the problem (Public Works or Water Renewal). He/she will then either deal with the problem him/herself, or call out employees deemed necessary to correct the problem.

The call-out list shall include the names of all employees in both departments. Calls will be made on the basis of 1) who has the skills or knowledge that is needed in this particular problem; or, 2) a need for general assistance. When calling an employee on the list, caller shall leave message on answering machine (if there is one) as to date, time and problem. Employer will continue on through the list until actual contact and response is obtained. Accurate records will be kept by the caller as to who was called, time and response given by each employee called. Employees are expected to report when directed. Excessive failure to report may result in discipline.

Upon receipt of any messages left on an answering machine, the employee is requested to acknowledge receipt of that message by calling back to a mutually agreed upon number (a list of cell phone numbers will be provided to each employee for use during these times).

Employees will be responsible for informing the Department Head of those times that they will be unavailable for call out due to planned commitments. This will enable your name to be taken off the list during that period of time.

The Department Heads shall attempt to be available on weekends. If both Department Heads are not available for call-out duty, another employee of either department will be asked to cover those call-out duties. The designated person will carry the cell phone associated with that Department Head to allow for him/her to respond where necessary. This designated employee will also be responsible to call in additional help, if needed, from the list referred to earlier. Employee who is designed to cover the after-hours calls for the Department Head will be compensated at a rate of \$1.00 per hour for each hour for which he is required to carry the cell phone.

Section 20. Reading of Water Meters. It is understood that the City will first utilize water certified employees when reading water meters. The Union recognizes that circumstances might arise that requires the reading of meters by any or all Public Works Equipment Operators/Laborers, however, the City will make every effort to limit these instances.

Section 21. CDL License. All bargaining unit employees required to operate a motor vehicle (which requires a CDL) shall maintain a CDL Class B license. The City will reimburse employees for any fees incurred to purchase a CDL license over the cost of a regular operator's license.

ARTICLE XVIII - DURATION

Section 1. Duration. This Agreement shall become effective as of the 1st day of July, 2013, and the terms and conditions hereof shall remain in full force and effect through the 30th day of June, 2016, and from year to year thereafter, unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this Agreement or of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of June 2013.

SERVICE EMPLOYEES
INTERNATIONAL
UNION, LOCAL NO. 517M

CITY OF PLAINWELL

Christine Fahl, SEIU Local 517M

Erik J. Wilson, City Manager

Jeff Gilliland, Employee Rep.

Noreen Farmer, City Clerk

APPENDIX "A"

Wage Schedule Effective July 1, 2013

	July 2013			July 2014			July 2015		
	P.W.	Mech.	Part-time	P.W.	Mech.	Part-time	P.W.	Mech.	Part-time
Start	\$ 15.58	\$ 16.57	\$ 11.94	\$ 15.81	\$ 16.82	\$ 12.12	\$ 16.13	\$ 17.16	\$ 12.37
6 Mths.	\$ 16.62	\$ 18.34	\$ 12.82	\$ 16.87	\$ 18.62	\$ 13.01	\$ 17.20	\$ 18.99	\$ 13.27
12 Mths.	\$ 21.52	\$ 22.58	\$ 13.11	\$ 21.85	\$ 22.92	\$ 13.31	\$ 22.28	\$ 23.38	\$ 13.57

Merit Pay

Bargaining unit employees shall have the opportunity to receive an increase in their hourly rate of pay by acquiring appropriate licensing or certification. Employees acquiring approved licenses or certification will receive the following merit pay increase:

DPW

S-1, D-1	55¢ per hour per license
S-2, D-2	40¢ per hour per license
S-3, D-3	30¢ per hour per license
S-4, D-4	15¢ per hour per license

Water Renewal

A	\$1.05 per hour
B	80¢ per hour
C	55¢ per hour
D	30¢ per hour

Herbicide/pesticide/
insecticide

55¢ per hour time actually spent in preparation, application and cleanup of regulated substances by state licensed certified individual

Merit pay for these licenses will only apply to time spent on operations and duties within applicable department.