

AGREEMENT

BETWEEN

**THE SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 517M**

AND

THE CITY OF ALLEGAN

July 1st 2018

Through

June 30th 2021

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AGREEMENT

This AGREEMENT made and entered into as of the date it is executed below, by and between CITY OF ALLEGAN hereinafter referred to as the "Employer" and LOCAL 517M, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the "Union".

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer hereby agrees 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 regularly scheduled part-time DPW employees and Water Utilities employees in the classifications of DPW Operator, Mechanic and Water Utility Operator; but excluding, all executives, supervisors (including DPW Supervisor, Utilities Superintendent, Facilities Maintenance Manager, Waste Water Treatment Plant manager, and Water Treatment Plant Manager), clerical employees, police officers, firefighters, 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 forty (40) 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 fifteen (15) or more but less than thirty (30) hours per week in a position classified by the Employer as permanent.

Casual Employee: A casual employee is an individual not included within the above definitions of full time or regular part-time employee who is working on any other basis, including temporary, contract or seasonal.

Section 1.2. Part-Time and Casual Employees. The Employer reserves the right to hire and utilize regular part-time employees, casual employees and volunteers from time to time. Casual employees and volunteers are not within the recognition granted the Union and are not covered by the terms of this Agreement. The Union recognizes that the performance of work for the Employer by these non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement. The Union further agrees that the performance of work by supervisors shall be permitted and shall not constitute a violation of this Agreement; provided, however, that supervisors will not

normally be utilized to cause a full time employee to lose time from their regularly scheduled hours.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) 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 purposes of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

Section 2.1. Stewards 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 purposes 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 on a Bargaining Committee 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. New Member Orientation. The Employer shall, within ten (10) work days, notify the Union of any new hires into the bargaining unit and provide the Union adequate time, not to exceed twenty (20) minutes, to meet with such new employee(s) where they will receive an overview of the Union and its programs. The Chapter President or his/her designee shall suffer no loss of pay while conducting the new employee orientation.

Section 2.7. Bi-Annual Transaction Report. The Employer agrees to provide a bi-annual transaction report to the Union in electronic format, containing the following information for each bargaining unit employee: employee's full name, street address, city, state, zip code, phone number, hire date, dues deduction amount and job classification.

Section 2.8. Labor/Management Committee. The parties agree to establish a Labor/Management Committee in an effort to review the parties' overall relationship as it relates to issues that hinder the collective process of the parties. There will be two meetings annually, with the dates and times to be agreed upon by the parties. Both parties will be responsible for establishment of the Labor/Management Committee agenda.

UNION SECURITY

Section 3.1. The authorization to check-off and deduct Union membership dues is strictly a matter of voluntary choice of the individual employee. Upon the 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 or registered

mail during the period of fifteen (15) days immediately prior to the succeeding annual anniversary date of the contract (June 15 through June 30).

Section 3.2 The Employer shall not be responsible for deducting Union dues while an employee is on leave of absence, layoff status, after the termination of the parties' Agreement, after an employee's employment relationship with the Employer has been terminated, or upon receiving written notice that the employee has revoked/rescinded his/her dues deduction authorization.

Section 3.3 The Employer shall not be liable to the Union, its members, or the employees it represents once such sums have been remitted to the Union and further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

Section 3.4 The Employer's sole obligation under this Section is limited to deduction of dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.

Section 3.5 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and/or other forms of liability arising out of or relating to the Employer's reliance upon or compliance with the provisions of this Article.

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 Allegan 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. 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 of 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; 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 change work schedules, to provide and assign relief personnel; and retained rights may be exercised by the Employer without prior bargaining or notice to the Union; provided, however that these rights shall not be exercised in violation of any specific provision of this Agreement.

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, suspension or discipline of an employee, to notify the employee of the specific reasons for the discharge, suspension or discipline. 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, committeepersons, 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 a picket line at the Employer's place of business. The Union shall not cause, authorize, sanction or condone, that any employee covered by this Agreement shall 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 may be 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 by 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.

GREIVANCE 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 five (5) working days from the time of the occurrence of the events giving rise to the complaint or within five (5) 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 five (5) 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 City Manager or designated representative. The City Manager, 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 City Manager, or designated representative, who shall make proper arrangements as soon as convenient. The City Manager, 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 City Manager'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 City Manager'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 arbitral 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 or 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. 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. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the terms of this Agreement as generalized in Section 4.0, and if a grievance concerns management rights that are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitral. 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 an 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 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. 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 6.12. 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 six (6) 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. The Employer may extend the probationary period for an additional six (6) months. 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, street address, city, state and zip code. 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 twenty-four (24) 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 eighteen (18) consecutive months.
- (h) If the employee is on a workers' compensation leave for a period of eighteen (18) consecutive months.
- (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. Employees on approved FMLA leave will accrue seniority as required by the FMLA and its implementing regulations. 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. Hours of Work. The normal workweek for full-time employees consists of forty (40) hours. The normal workday shall be as determined by the Employer. 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 workweek because conditions warrant such changes, the Union shall be notified in writing in advance of such reductions and upon request a special conference will be held to discuss the reduction.

Section 8.1. Overtime. All employees shall be expected to work reasonable overtime upon request by the Employer. Except in emergency situations, overtime must be authorized in advance by the employee's immediate supervisor or designated representative.

Section 8.2. Meal Periods. All employees will be allowed a one half (1/2) hour paid meal period. All employees will receive only one other one half (1/2) hour paid break following the employee's lunch break. All breaks will be scheduled by Management.

LAYOFF AND RECALL

Section 9.0. Layoff. When it is determined by the Employer that the work force is to be reduced, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classification affected by the layoff.
- (b) The next employee or employees to be laid off shall be probationary regular part-time employees (if any) in the particular job classification affected by the layoff by inverse order of hire.
- (c) 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 by inverse order of classification seniority.
- (d) The next employee or employees to be laid off shall be probationary full time employees (if any) in the particular job classification affected by the layoff by inverse order of hire.
- (e) Further layoffs from the affected classification shall be accomplished from full time employees in the particular job classification affected by the layoff 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 Layoff. Employees with seniority who are 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 five (5) 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.

An employee shall not be eligible to bid on a permanent job or vacancy during the employee's first twelve (12) months of employment. An employee who successfully bids on a permanent job or vacancy shall not be eligible to bid on another permanent job or vacancy for a period of nine (9) months.

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 satisfactorily meet all the requirements of the position, 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 five (5) consecutive 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. Disability Leave. After exhaustion of 64 hours of accrued PTO, an unpaid 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. This disability leave will continue for the period of the employee's 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 paid sick leave and FMLA 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 to 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 11.2. Workers' Compensation Leave. A leave of absence for a period of not more than twenty-four (24) consecutive months 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 Workers' 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 workers' 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 11.3. Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence for a period not to exceed thirty (30) calendar days. 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 11.4. Funeral Leave. In the event that a death occurs in an employee's immediate family, an employee shall be granted up to three (3) consecutive paid days of leave. "immediate family" shall mean the employee's current spouse, children (including stepchildren), mother, father, sister, brother, grandparents, grandchildren, father-in-law,

mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to their regularly scheduled non-overtime hours of work per day. In unusual circumstances, subject to approval of the City Manager, an employee may use up to twenty-four hours of accumulated PTO for an extended bereavement leave with pay.

Section 11.5. 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 thirty (30) 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 all regularly scheduled non-overtime daily hours of work 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 11.6. 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 as set forth in the Family and Medical Leave Act of 1993 (FMLA), as amended. Employees desiring leaves of absence under this section shall provide written notice to their supervisor setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. Employees must utilize all available paid leave prior to going on unpaid leave, and may be required to provide medical certification of the need for the 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 (FMLA), as amended, and the regulations promulgated under that act.

Section 11.7. Return to Work After Leave of Absence. Employees returning from approved paid leaves of absence, family and medical leave, disability leave (up to eighteen (18) months), workers' compensation leave (up to twenty-four (24) months) or military service leave will be reinstated to the same position the employee held when leave commenced, 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, or the employee successfully bids a permanent open position. The Employer reserves the right not to

reinstate any employee who is no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification.

Section 11.8. Military Duty Leave. Employees who are members of the National Guard or military reserves may be granted a military leave for annual summer training sessions for a period not to exceed two (2) weeks. The City will pay any full time seniority employee the difference between the employee's daily pay for regularly scheduled daily non-- overtime hours and the military pay up to a maximum of ten (10) days, provided that evidence of military pay is presented to the finance director.

Section 11.9. Union Leave. Leaves of absence without pay may be granted to any employee elected or selected by the Union. A maximum of one employee may be approved for a leave of up to two weeks (10 work days) with at least a ten (10) work day written notice to the Employer. Such leaves are at the discretion of the Employer. Seniority will accrue while on Unionleave.

HOLIDAYS

Section 12.0 Recognized Holidays. for purposes of this Agreement.

The following days are recognized as holidays

New Year's Day	January 1
Good Friday	Friday before Easter
Memorial Day	The fourth Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Veteran's Day	November 11
Thanksgiving Day	The fourth Thursday in November
Friday after Thanksgiving	Friday after the fourth Thursday in November
Christmas Eve	December 24
Christmas	December 25

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 pay for all regularly scheduled non-overtime daily hours of work for each recognized holiday. All holiday pay shall be at the employee's straight time regular rate of pay.

Section 12.3. Holiday Premium Pay. Eligible employees required to work on one of the holidays listed in Section 12.0 shall receive holiday premium pay in addition to holiday pay at two (2) times their straight time regular rate of pay for all work performed on the holiday. "On the holiday" means the work was performed on the actual holiday set forth in Section 12.0, and not the observed day as set forth in Section 12.1.

Section 12.4. 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.

(b) The employee must be a full time employee on the active payroll as of the date of the holiday. For the 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.

PAID TIME OFF

Section 13.1. Paid Time Off Accrual. All full-time employees with the required years of service who shall have worked during the period establishing their eligibility as set forth below shall be granted paid time off ("PTO") in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours:

<u>Years of Continuous Service Required</u>	<u>Hours Pay</u>
Less than five (5) years	184 hours
At least five (5) years but less than ten (10) years	224 hours
Ten (10) years or more	264 hours

Benefits will begin to accrue upon hire. PTO may not be used until the employee completes the probation period. PTO pay shall be at the employee's regular rate in effect at the time the employee takes paid time off. Employees will be paid PTO for time spent away from their regularly scheduled hours, but may not receive pay in lieu of PTO except as specifically set forth herein. PTO accrues each pay period to the maximum set forth above per calendar year. PTO begins to accrue each January 1 based on the employee's years of service as of his/her most recent anniversary date prior to January 1 of each year. No request for PTO time off will be approved unless the employee has earned PTO hours.

Section 13.2. Cashing Out Paid Time Off. Employees may cash out up to forty (40) hours of PTO at the end of each year.

Section 13.3. Use of PTO. PTO time will be granted at the time desired by the employee, provided that such time off will not unreasonably interfere with the operation of the department and provided further, that if the requirements of the work are such, the Employer shall have the discretion to defer or delay PTO. A "Request for Time Off" form must be filled out and receive proper approvals in advance. Any PTO requests greater

than 80 hours must have Department Head and Manager approval. PTO of 40 hours or more should be requested at least 14 days in advance.

Employees may utilize PTO for sickness 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. An employee shall notify the Employer of the need to utilize PTO for illness as far in advance as possible. If the Employer has reason to believe that an employee is abusing PTO for illness, the Employer may require as a condition of the PTO pay a physician's certificate setting forth the reasons for the use of PTO. All absences of three or more days shall require a physician's certificate setting forth the reason. 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. 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, use of a PTO day as a paid personal day must be scheduled in advance at a time mutually agreeable to the Employer and the employee.

Section 13.4. Paid Time Off Carry Over. Employees may carry over eighty (80) hours of PTO for use in the following year. Any additional carry over must be pre-approved by the Department Head and the City Manager.

Section 13.5. Payment of Paid Time Off Carry Upon Termination. Employees who have completed the probationary period who leave the employment of the City may receive pay for accrued but unused PTO leave. An individual terminated for cause or who fails to provide at least two weeks written notice before resigning will not be eligible to receive payment for accrued but unused PTO.

Section 13.6. Paid Time Off Transfer. An employee may, at their discretion, elect to make a one-time transfer of up to 10% of their accumulated PTO time to another City employee. Transfers are limited as follows:

- (a) Minimum increment is one hour.
- (b) Maximum increment is ten percent (10%) of accumulated PTO leave currently recorded.
- (c) Not more than one transfer per employee may occur in a calendar year.
- (d) Recipient not to receive more than 480 hours of transferred PTO.

In order to transfer PTO an employee must fill out and sign a "PTO Transfer Request in writing which shall include a statement of the circumstance(s) for the requested transfer and the number of hours/days requested to be transferred. Approval of the transfer is subject to the discretion of the Manager.

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. However, if an employee elects not to participate in the employer-provided health care insurance program that employee must provide documentation to the Employer demonstrating sufficient health care coverage for themselves and their eligible dependents. If an employee is unable to demonstrate sufficient health care coverage for themselves and their eligible dependents enrollment in the employer-provided health care insurance program will be mandatory. 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.

During the term of this Agreement the parties agree to discuss the establishment of health savings accounts for funding retiree insurance, upon the request of either party.

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 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.

Section 14.2. Payment of Health Care Insurance Premiums. During the term of this Agreement, the Employer agrees to provide single subscriber, two person and family health insurance coverage for full time employees who elect to participate in the group health insurance plan. Employees will pay twenty percent (20%) of the monthly premium for the health insurance coverage provided. Employee payments for insurance premiums shall be by payroll deduction. In the event the premium costs for health insurance coverage in any year of this Agreement would subject the City to the excess benefits tax under the ACA, the parties agree to reopen the contract to discuss modifying the plan to reduce or eliminate the tax.

Section 14.3. Payment of Dental and Vision Care Insurance Premiums. During the term of this Agreement, the Employer agrees to pay eighty percent (80%) of the cost for

single subscriber, two person and family coverage for full time employees who elect to participate in the group dental and vision insurance plan and who also elect to participate in the group health plan. Employees will pay the remaining twenty percent (20%) of the monthly premium for the dental and vision insurance coverage provided. Employees who choose the payment in lieu of insurance under Section 14.7 can elect dental and vision coverage, but must pay the applicable employee percentage of the premium noted above.

Section 14.4. Life Insurance. All full time employees shall be eligible for term life insurance policy coverage after completion of the waiting period presently in effect. The specific terms and conditions governing this insurance coverage are set forth in detail in the master policy or policies as issued by the carrier or carriers. The amount of the life insurance will be equal to one years' annual salary, except as otherwise set forth by the master policy or policies as issued by the carrier. During the term of this Agreement, the Employer agrees to pay the total premiums required for eligible employees. In addition, full time employees may purchase additional life insurance coverage through payroll deduction as allowed by the carrier

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 during the term of the current Agreement shall remain substantially equivalent. At least thirty (30) days 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, 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. 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 workers' 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 selfpayment.

Section 14.7. Payment in Lieu of Health Insurance. The opt-out payment for all current and future employees EXCEPT THAT current employees who have elected the opt out payment as of July 1, 2015 may continue to receive a \$2,500.00 per year opt out payment as long they continue to opt out of the insurance. Once the employee elects coverage, the employee will no longer be eligible in the future for the opt-out payment.

Section 14.8. Short Term Disability. The Employer agrees to provide regular full time employees with short-term disability insurance providing 66.67% of earnings (maximum \$800.00 per week) up to twenty-six (26) weeks commencing the first (1st) day of accident, eighth (8th) day of sickness.

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. There shall be no pyramiding or duplication of premium pay. For purposes of this Section, hours worked shall include all hours actually worked and all hours paid for PTO, holidays, and paid leaves of absence.

Section 15.3. Call-in Pay. Employees who are called in to work at times other than their regularly scheduled shift shall be paid at time and one half (1-1/2) their regular straight time rate of pay for two (2) hours or for the time actually worked, whichever is greater. Employees shall be called in order of seniority in the department except for WTP and WWTP operators who will be called in based upon the operator on duty. Cemetery workers called in or scheduled for a Saturday funeral service will receive four (4) hours minimum pay. The provisions of this section do not apply in instances where the employee is called in to work prior to the start of their regularly scheduled shift and continue to work through the start of their regularly scheduled shift or who continue to work past the end of their regularly scheduled shift. In the event a grievance is filed alleging a violation of the seniority provision of this section, the grievant's remedy shall be limited to priority for another overtime shift. There will be no pay for timed not work.

Section 15.4. Longevity Pay. This benefit shall only be provided to employees employed full time by the City before January 1, 2013. On or after December 1 of each year, an employee employed as of that date who has completed five (5) or more years of continuous service with the city as of the last anniversary date of his employment shall receive in a lump sum payment a longevity bonus in accordance with the following schedule:

0-4 years	\$ -0-
5 - 9 years	\$ 250.00
10-14 years	\$ 400.00
15 or more years	\$ 500.00

Section 15.5. License Pay. Employees who qualify will be paid an annual lump sum license bonus based upon the following schedule. Employees who hold the minimum license required by the City for their specific area [i.e. Water Treatment Plant (D4/F4), Waste Water Treatment Plant (D), or Water Distribution (S4)] shall be paid an annual lump sum of \$720.00. Employees who hold the maximum license required by the City for their specific area [i.e. Water Treatment Plant (D2/F2), Waste Water Treatment Plant (C), or Water Distribution (S2)] shall be paid an annual lump sum of \$1,500.00. If an employee holds the maximum level license required in their area on July 1, 2018, the employee's maximum license pay will be \$2,000.00.

Bonuses for having the minimum and maximum license required by the City in an area are not cumulative. Therefore, no stacking of licenses is allowed within a single area and the City will only pay the minimum or the maximum incentive; there is no pay for "middle" licenses. For example, if a Water Treatment Plant Operator holds both 04 and D2 licenses, the employee will only receive the higher of the two bonuses.

To reward cross-training, if an employee holds licenses in more than one area (for example, a 04 and a S2), the bonuses will be cumulative to a maximum of \$4,000.00 annually.

Employees required to hold a Pesticide/Herbicide license shall be paid a lump sum of \$720.00 annually for holding the license. Individuals will be designated to carry the Pesticide/Herbicide license at the sole discretion of the City.

The bonus will be paid in the first pay period in November. An employee must be employed by the City in the pay period in which it is paid to be eligible for the bonus payment.

Section 15.6 Pay for Training Time. Time spent in voluntary work related training classes or seminars approved by the City will be paid at the employee's regular rate up to a maximum of eight (8) regular scheduled hours per day for time spent attending the class/seminar. Time spent in voluntary training classes or seminars outside of the employee's regularly scheduled hours will not be paid by the City. Employees attending

training classes or seminars required by the City will be paid for all hours traveling to and from and attending such classes or seminars.

RETIREMENT

Section 16.0. Retirement. The employees covered by this Agreement are eligible to participate in the City's defined contribution retirement plan under the terms and conditions set forth in the plan documents establishing that plan. The City's current contribution level is ten (10) percent of the employee's wages, as defined in the plan.

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 Employers 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 IRS standard rate for that year.

Section 17.5. Pay Periods. Employees will be paid every other Tuesday through direct deposit. Paychecks will cover a two (2) week period, which starts Monday and ends on the Sunday proceeding the payday. Paychecks will only be released by email to other persons upon the signed authorization of the employee. The City may change an employee's normal pay period whenever it determines that operating conditions warrant such changes. The City will notify an employee in advance as to any changes which may become necessary.

Section 17.6. Uniforms and Equipment. In the event that the Employer requires employees to wear uniforms, the Employer shall provide such uniforms and equipment as the Employer shall determine is necessary. The Employer will pay for the necessary cleaning of these uniforms. Uniform replacements resulting from the negligent, loss or misuse by an employee shall be at the employee's expense. In addition, once during the three (3) year term of the Contract, the City will purchase a set of insulated winter clothing -coat/overalls- for each employee. The selection of the company and type of clothing to be purchased will be at the sole discretion of the Employer.

Section 17.7. Safety Shoes. An employee with a job in which safety shoes are desirable may be reimbursed to a maximum of \$150.00 each fiscal year towards the purchase of approved safety shoes. Work shoes/boots shall have full leather uppers and be approved by visual inspection prior to reimbursement by the Department Director or his designee. Proof of purchase will be supplied to the City Manager or his assistant for approval, and the reimbursement will be made within a reasonable length of time, not to exceed two (2) weeks.

Section 17.8. CDL License. The Employer shall reimburse employees for the cost of initial CDL licenses and their renewal. The Employer will also reimburse employees for the renewal expense of the bi-annual Medical Examiners Certificate.

Section 17.9 Drug Testing. Employees shall be subject to drug testing in accordance with federal law and City Policy.

Section 17.10. Pay Shortage. The City agrees that whenever an employee suffers a substantial pay shortage, through no fault of the employee, the City shall make whole the employee the full amount due within three (3) work days. For purposes of this Section, "substantial" shall be defined as at least \$50.00 net. If the amount is less than \$50.00 net, the City will correct in the next payroll.

Section 17.11. Reference. An employee leaving the employ of the City shall, upon request, be furnished with a written reference consisting of dates of employment and position held.

Section 17.12. 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 17.13. 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.

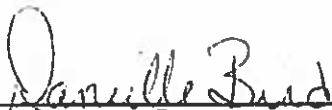
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements 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. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

Section 17.14. Term of Agreement. This Agreement shall become effective upon execution and extend to June 30, 2021 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) 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.

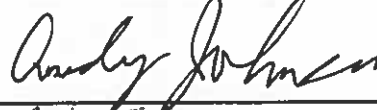
The written notice referred to in this Section shall be given by certified mail and if given by the Employer, shall be addressed to the most recent address provided by the Union, and if given by the Union, shall be addressed to the City Manager at 112 Locust Street, Allegan, Michigan 49010, or at such other addresses as the parties may designate in writing.

CITY OF ALLEGAN

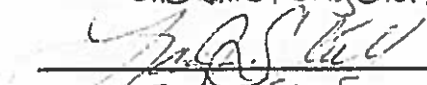
LOCAL 517M, SERVICE EMPLOYEES
INTERNATIONAL UNION




Danielle Bird, City Clerk



Andy Johnson -



Tracy J. Shull, Finance Director



Al LeMaire -

Date: 9-24-18

Date: 10-26-18

APPENDIX "A"

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

WAGES - First Full Pay Period After Execution of CBA

	Start	1 Year	2 Years	3 Years	4 Years
Water Utility Operator	\$17.12	\$18.62	\$20.12	\$21.62	\$23.12
DPW Operator	\$17.12	\$18.62	\$20.12	\$21.62	\$23.12
Mechanic	\$20.12	\$21.12	\$22.12	\$23.12	\$24.12

WAGES- First Full Pay Period After July 1. 2019 (2.50% Increase)

	Start	1 Year	2 Years	3 Years	4 Years
Water Utility Operator	\$17.55	\$19.08	\$20.62	\$22.16	\$23.70
DPW Operator	\$17.55	\$19.08	\$20.62	\$22.16	\$23.70
Mechanic	\$20.62	\$21.65	\$22.67	\$23.70	\$24.72

WAGES - First Full Pay Period After July 1. 2020 (2.50% Increase)

	Start	1 Year	2 Years	3 Years	4 Years
Water Utility Operator	\$17.99	\$19.56	\$21.13	\$22.71	\$24.29
DPW Operator	\$17.99	\$19.56	\$21.13	\$22.71	\$24.29
Mechanic	\$21.13	\$22.19	\$23.24	\$24.29	\$25.34