

**CITY OF GRANDVILLE**

**and**

**GRANDVILLE ENVIRONMENTAL EMPLOYEES ASSOCIATION**

**2015 - 2018**

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## AGREEMENT

THIS THREE-YEAR AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF GRANDVILLE, hereinafter called the "City," and the GRANDVILLE ENVIRONMENTAL EMPLOYEES ASSOCIATION Grandville, Michigan, hereinafter called the "Association."

### WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to work together harmoniously and to maintain a mutually advantageous relationship; and

WHEREAS, subject to law and the requirements of public service, relationships can be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

### ARTICLE I

#### Recognition

Section 1. The City hereby recognizes the Association as the exclusive bargaining representative of all employees in the unit, as defined in Section 2 of this Agreement, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. The collective bargaining unit is composed of all full-time, regular employees of the Clean Water Plant, except the Department Superintendent and/or Assistant Superintendent.

## ARTICLE II

### Association Representation

Section 3. The City agrees to recognize a negotiating committee. The Negotiating Committee shall represent the Association in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement. The Negotiating Committee representing the Association as well as the negotiating committee representing the City, shall each be represented by not more than three (3) persons.

Section 4. The Grievance Committee of the Association shall act in a representative capacity for the purpose of processing grievances for employees at the second step of the grievance procedure and thereafter. Said procedure is set out in Article VI of this Agreement.

## ARTICLE III

### Association Membership

Section 5. (a) All present employees in the bargaining unit who are now members, or who become members of the Association, may remain members of the Association through the life of this Agreement. Association membership, however, is not a requirement for obtaining or maintaining employment with the City.

(b) All employees hired to positions within the bargaining unit may choose whether to become members.

(c) The City of Grandville will not in any way discriminate against any employee because of his/her membership, lack of membership, or official activity in the Association.

(d) Prior to the time a new employee begins work, the City shall make such individuals aware of the Association membership clause and furnish to them copies of this Agreement and the bylaws of the Association.

(e) Management reserves the right to create new jobs or to change classifications within the Clean Water Plant. Prior to such actions becoming effective, negotiations between Management and the Association's bargaining team shall commence to determine whether the new or altered classification shall be a part of the bargaining unit. Upon failure to reach agreement on such questions, said matters to be subject to the grievance procedure of the Agreement. Upon reaching agreement that the new or altered classification is to be a part of the bargaining unit, the pay scale shall be negotiated between the Manager and the Association's bargaining team.

#### ARTICLE IV

##### Association Security and Association Dues

###### Section 6.

1. The City shall deduct from the pay of each member of the Association, who has submitted to the City an individually written authorization for such deduction, the amount of Association dues and initiation fees certified to the City by the Treasurer of the Association. It shall be the responsibility of the Association Treasurer to file said authorization with the City Treasurer. The deduction of dues shall cover the current biweekly pay period in which the said deduction is made. Individual written authorizations shall be revocable by the employee upon thirty (30) days' written notice to the City or upon termination of this Agreement, whichever occurs first. The initiation fee deduction shall be made the first pay period after the initial authorization is received.

2. The foregoing deductions shall be made biweekly, and the amounts deducted by the City, together with a duplicate list of the employees from whom wage deductions have been made, shall be transmitted to the Treasurer of the Association within a reasonable time after said

deduction is made. The Association hereby expressly agrees to collect all special assessments, and the same shall not be deducted from the employees' wages by the City.

3. The Association shall and hereby agrees to indemnify and save the City harmless against all claims, demands, suits, or other forms of liability which shall arise out of or by reason of actions taken by the City in reliance upon certified lists furnished to the City by the Association, or because of any claims arising out of the City's compliance with the provisions of this Article.

4. The City will make available to the Treasurer of the Association the names of all employees separated from the payroll, recalled or hired, on layoff and/or approved leaves of absence.

## ARTICLE V

### Hours, Overtime, and Callouts

Section 7. Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's hourly rate for each hour worked in excess of eight (8) hours per day or forty (40) hours per week, with the exception of Sunday, which, effective as of \_\_\_\_\_ (date this Agreement is signed), shall be paid at two (2) times the employee's hourly rate for each hour of overtime actually worked and except as in Section 39. It is agreed that should, at any time in the future, the 2 times rate for Sunday overtime be reduced to time and one-half in the Grandville City Employees Association (GCEA) contract, this provision shall automatically revert without negotiation to the time and one-half rate for Sunday overtime on the same effective date as the GCEA. Overtime work at the Clean Water Plant shall be rotated among qualified operators.

Section 8. If any member is called in by his Supervisor (or by Police personnel for an emergency) after having left work for the day, he shall receive a minimum of three (3) hours pay at straight time or for the actual hours worked at time and one-half, whichever is greater. In the

event a callout occurs on a Thanksgiving, day before Christmas, Christmas, New Year's Day, or Fourth of July holiday, the member shall receive three (3) hours at straight time or actual hours at 2x rate of pay, whichever is greater.

(a) Eligible employees may volunteer to have their names on an "on call" duty roster. This roster will be established by the City each January 1 for that calendar year.

Employee eligibility for participation in the "on call" program will be determined by the City. The City shall have the right to assign willing employees to the on call duty roster as determined by the Superintendent.

Under current staffing levels (10 operators/3 lead operators (Note: this is not a minimum staffing requirement)), the voluntary "on call" roster will normally contain four (4) eligible employees while maintaining a minimum of three (3) and not exceeding five (5) eligible employees. In the event that the "on call" roster contains the minimum of three (3) employees and one of these employees is unwilling to perform his/her duties within the program, the employee will be expected to provide ninety (90) days' notice of their desire to be removed from the "on call" roster.

In order to provide staffing at the minimum level to the "on call" program the volunteer roster will be used as the primary staffing source. In the event that there are no volunteers on the roster the Superintendent or his/her designee may assign a third person using current CWP day shift (8 a.m.–4 p.m.) employees. The day shift (8 a.m.–4 p.m.) relief operator will have the option to refuse the additional "on call" assignment.

(b) Each employee on the "on call" roster shall be assigned duty time on a rotational basis, normally in two (2) week durations coinciding with City payroll periods (8 a.m. the start of the pay period to 8 a.m. the start of the following pay period). The "on call" employee is required to be on twenty-four (24) hour call each day including weekends and designated holidays for the duration of the call period. The compensation for being "on call" during the call

period shall be equal to one and one-half (1.5) hours of pay for each weekday (excluding holidays); three (3) hours for each Saturday and each Sunday (excluding holidays); and six (6) hours for each holiday paid at straight time in addition to any compensation regularly paid under this contract. The employee "on call" is expected to report for work when called unless excused by the Superintendent or his/her designee.

(c) An employee requesting time off during all or part of an assigned "on call" period may have the option to be excused from the roster for that period of time provided he/she has an acceptable replacement. It is expected that the Superintendent or his/her designee be notified of any changes to the "on call" schedule under this situation.

(d) In cases where the "on call" employee is called in to work an eight (8) hour night shift and is scheduled to work the following day shift, eight (8) hours of compensatory time will be awarded in addition to appropriate overtime compensation. The compensatory time will be used immediately following the completion of the night shift to recover and prepare for further duty.

There will be no option to "bank" the awarded compensatory time if the employee desires to work the ensuing shift unless requested to do so by the Superintendent. In the event where an employee is asked by the Superintendent to continue working any or all of the ensuing day shift, the amount of hours worked will be paid at the appropriate rate of pay, and matching compensatory time will be awarded to the employee's "bank" for those hours worked. The remaining hours, if any, must be used for recovery.

## ARTICLE VI

### Grievance Procedure

Section 9. For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Association or between the City and any member or members

concerning working conditions not specifically set forth herein and the effect, interpretation, application, claim or breach of this Agreement.

Section 10. Any grievance shall be settled in accordance with the following procedure:

Step 1 - Each grievance shall be in writing, be signed by the aggrieved employee and presented to the Department Director within five (5) working days after occurrence of the matter which gave rise to the grievance, or within five (5) working days after he should reasonably have known of the occurrence. The Department Director shall make a written answer within five (5) working days thereafter.

Step 2 - If such answer is not satisfactory, it may within ten (10) working days after receipt, be referred in writing to the City Manager by the Grievance Committee. If any new or additional grounds or reasons are given for the grievance, it shall be refiled with the Department Director for an answer. The City Manager shall discuss the grievance within five (5) working days after his receipt of it with the Grievance Committee and within ten (10) working days after such meeting give his written answer.

Step 3 - In the event the grievance is not satisfactorily resolved, and if it involves a discharge, demotion, suspension, decrease in pay, promotion, written reprimand, or written warning, it may be referred within twenty (20) working days in writing by the Grievance Committee to an arbitration committee composed of the President of the Association, the Mayor or a Councilman of the City of Grandville, and a third person who is mutually agreed upon by the parties. If the said third person cannot be agreed upon by the parties it is agreed that the State Mediation Board shall appoint said third member to the arbitration committee. The arbitration committee shall conduct a hearing within sixty (60) days after appointment of the third member. The majority decision of the arbitration committee shall be final and binding on the Association, the City and its employees. The cost of the third arbitrator shall be shared equally by the City and the Association.

Section 11. No complaint or grievance shall be considered at any step unless it has been filed and processed within the respective time limits. If a grievance is not advanced from one step to the next, as specified, it shall be considered to have been settled in accordance with the last answer made. Nothing contained in this section shall, however, prevent the parties from extending the time limits imposed, provided it is done in writing and specifies the period of extension.

## ARTICLE VII

### Seniority

Section 12. Seniority is continuous service with the City measured by the time spent on the active payroll plus approved absences, unless otherwise provided in this Agreement. The purpose of seniority is to provide a declared policy of right or preference affecting employees' rights and privileges as provided in this Agreement.

Section 13. Upon written request, a members' seniority list shall be prepared by the City and a copy supplied for each member of the bargaining unit. The list shall be revised to reflect the current status of members as of January 1 each year.

Section 14. (a) Employees' seniority shall be the controlling factor in any layoffs or recalls, providing that the employees retained have the experience, special skill and ability to do the work required.

(b) Although the City reserves the right to formulate work schedules, it is hereby agreed that an effort shall be made by the City to formulate these work schedules consistent with the seniority status of the employee, together with the manpower and workload requirements as determined by the City. Seniority status may be waived when, it is determined by management, that special skills or abilities are required to perform the scheduled work.

Six (6) month work schedules will be posted at the Clean Water Plant at least two (2) weeks before going into effect.

Section 15. Each new employee shall be considered as a probationary employee for the first six (6) months after hiring. The City may extend the probationary period of an employee by an additional three (3) months with written notification being sent to the Association. During this probationary period, the employee may be laid off or discharged by the City without regard for the provisions of this Agreement. There shall be no responsibility on the part of the City for

the rehiring or recalling of a probationary employee if his services have been dispensed within the probationary period and such employee shall have no recourse to the grievance procedure.

Section 16. Seniority shall continue while an employee is on the active payroll of the City. Seniority shall be lost and the employment relationship shall end on the following conditions:

- (a) By quit or discharge for just cause.
- (b) Failure to report within one (1) week following the expiration of an approved leave of absence.
- (c) Absence from work for three (3) consecutive working days without properly notifying the City of an acceptable reason for absence or unless otherwise excused.
- (d) Layoff or lack of work for more than twelve (12) months.

Section 17. In case of extended non-duty sickness or injury, an employee who exhausts his/her sick leave days and vacation allowance shall continue to accumulate seniority for a total of twelve (12) months. Thereafter, he/she shall be granted a sick leave of absence without further accrual of seniority for the duration of the recuperation period or twenty-four (24) months, whichever is shorter. Upon the City receiving a physician's statement indicating the employee's fitness to return to work, he/she will be reinstated in accordance with his/her accrued seniority.

## ARTICLE VIII

### Leave of Absence and Sick Leave

Section 18. Employees may, at the discretion of the City, be granted leaves of absence without pay; also employee will not earn vacation days and will not be credited with sick leave days nor seniority. The City will continue to carry health and life insurance coverage on the member. However, the member will be responsible for all premiums advanced by the City while

the member was on leave. Leave shall be granted on approval of the department director and the City Manager.

Section 19. Request for leave shall be in writing and shall be signed by the employee and given to the department director. Such request shall state the reasons for the leave. Approval shall be in writing by the employee's department director and the City Manager. Approval of leave shall not reduce the normal number of weekends off nor shall it affect the normal vacation policy of the Clean Water Plant.

Section 20. It is agreed that employees shall earn and be granted paid sick leave in accordance with the following schedule:

(a) Sick leave with pay will not generally be taken by a newly hired employee during the probationary period. Special exception approved by the City Manager.

(b) After completion of the probationary period each full-time employee shall be credited with six (6) days of sick leave, and will accumulate further paid sick leave at the rate of one (1) day per each full month of employment exclusive of leaves of absence.

(c) Unused sick leave shall accumulate from year to year to an unlimited amount.

(d) The City shall prepare a roster for the Association showing the accumulated sick leave as of January 1 of each year for each employee. A separate accounting of all transferred sick leave credits shall also be included. Said roster shall be made available on January 15 of each year.

(e) Unused accumulated sick leave shall be paid to the employees who retire from or leave the municipal service after completion of ten (10) or more years of continuous service to a maximum of one hundred eighty (180) days for employees hired prior to August 5, 1988 and to a maximum of nine hundred sixty (960) hours for employees hired on or after August 5, 1988 at a rate equal to one-third (1/3) of the employee's daily rate for employees who complete ten (10) to twenty-five (25) years of service or one-half (1/2) of the employee's daily rate for employees

who complete more than twenty-five (25) years of service. In case of death, such unused accumulated sick leave pay shall be paid to the beneficiary of the deceased employee.

Section 21. Sick leave, when arranged for and approved in advance by the department director and City Manager, shall be granted:

(a) When it is established to the City's satisfaction that an employee is incapacitated from the safe performance of his duties because of sickness or injury;

(b) When death occurs in the employee's immediate family (spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren). It is understood that in the event of death of any of the parties heretofore stated, up to three (3) working days paid leave to make arrangements for and attend the funeral may be compensated for by the City with no invasion of the member's sick leave bank at the discretion of the City Manager. All employees will request time off in writing to the City Manager. Time off with or without pay to attend funerals for persons other than those outlined specifically in this contract may be arranged upon approval of the Department Director and City Manager.

(c) Sick leave is for the purposes of illness, medical or dental treatment. Sick leave may be used for unusual situation or emergencies in the employee's immediate family (spouse, children, parent, stepparent, sister, brother, grandparent, grandchildren) with the approval of the Department Head and the City Manager.

Section 22. No sick leave shall be granted for minor ailments which would not affect the safety of the employee or other persons, or of property while performing job duties.

Section 23. Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive working days or less; however, medical certificates, or in lieu thereof, a written, signed statement from the employee setting forth the reasons for sick leave, may be required at the discretion of the City for each absence. Falsification of the medical

certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

Section 24. Before a member employee absent from his duties for twelve (12) consecutive days returns, he shall satisfy the City that he is able to perform the essential functions and meet the qualifications of his position.

Section 25. Association employees are eligible for City paid Worker's Compensation Insurance, which compensates an employee for lost time, medical expenses, and loss of life or dismemberment from an illness or injury arising out of or in the course of employment. If an employee is eligible for Worker's Compensation the City shall for a period not to exceed twenty-six (26) weeks, supplement the difference between Worker's Compensation and the employee's normal weekly earnings without charge to the employee's sick leave or vacation bank, excluding overtime. Said supplement shall begin on the date Worker's Compensation benefits take effect, which is usually seven (7) calendar days from the date of the injury or illness. Any lost time between the date of injury and the seventh (7th) calendar day shall be charged against the employee's sick or vacation bank as the employee directs. If the employee receives retroactive compensation for the first seven days from the Compensation carrier, those days will be re-credited to the employee's account, and the supplement paid for the first seven (7) days

An employee cannot receive both Worker's Compensation and paid sick or vacation leave at the same time. The supplement will not be paid for any period in which Worker's Compensation benefits are not paid by the Carrier.

Employees must report any accident or injury immediately to his/her supervisor and the Human Resources Department so that the necessary paperwork may be completed.

Section 26. If an employee covered by this Agreement becomes unable to perform the essential functions or meet the required qualifications of his position due to a physical or mental impairment, the City will make every effort to provide reasonable accommodation in order to

keep the employee in his position or the City will attempt to place the employee in an available position of which he can perform the essential functions and meet the qualifications as an accommodation, provided no more than two (2) years from the onset of the handicap have elapsed. In doing so, the City will attempt to place the employee in a position as close to his previous wage scale as possible. City to make final determination as to qualifications of employee for a given position.

Section 27. Within any one (1) year, up to five (5) days accumulated sick leave credits may be transferred to another employee's exhausted sick leave bank upon a written request to do so being presented to the City Manager by the donor. A limit of fifty (50) days sick leave credits may be received by any employee in any yearly period.

Section 28. Military leave shall be granted as follows:

(a) Any permanent employee who is inducted in the Armed Forces of the United States, or who joins the Armed Forces in lieu of being inducted during a National emergency, under the provisions of the Selective Service Act of 1940, as amended, shall be entitled to a special leave of absence without pay for the period of service required by such original induction. Upon his honorable discharge such employee will be reinstated to his former position or one comparable to it, providing he makes formal Application for reinstatement within ninety (90) days of his date of discharge. Seniority to continue while employee is in service.

(b) Any permanent employee who requests a leave of absence not to exceed twenty (20) working days, to participate in a branch of the Armed Forces Reserve Training Program, shall be granted such leave upon presentation of proper documentation by his Commanding Officer. He shall be paid by the City the difference between the amount he receives for such training and his full salary.

(c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units, or by the Michigan National Guard, in order

to protect the rights of the citizens of the State of Michigan or any other state or the U.S. Government, shall be paid by the City the difference between the amount he receives for such duty and his full salary for a period of up to twenty (20) working days.

Section 29. In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose, providing he presents the court order, subpoena or summons, if one is issued, to the City as far in advance as possible. He shall be expected to be at work at all hours when not serving as a juror. The pay such employee shall be entitled to for such leave shall be his basic rate for the time necessarily lost from his normal work schedule, less any amount received for such jury duty.

## ARTICLE IX

### Vacations

Section 30. Full-time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

(a) An employee shall not be entitled to a vacation leave during the course of the first six (6) calendar months he is employed. Upon completion of the six (6) months' probation period, the employee may use whatever vacation time he had earned.

(b) All employees shall earn 1.00 days of vacation time for each month worked, beginning with the first day of employment through the 7th calendar year.

(c) After completing the 7th calendar year of employment, an employee shall be entitled to twelve (12) days' vacation leave plus one (1) day for each year worked thereafter through the 15th year of employment with the City.

(d) After completing the 15th calendar year of employment, an employee shall be entitled to twenty (20) days of vacation leave each year.

(e) The City shall prepare a roster for the Association showing earned vacation days for each employee as of January 1st of each year.

(f) Payment for accrued vacation credits shall be made upon retirement or termination, voluntary or involuntary discharge, or to an employee's beneficiary upon death. In event excessive vacation credits were used by the employee, the final pay of the employee shall be reduced accordingly.

Section 31. Vacation pay shall be computed on the basis of the employee's normal workweek.

Section 32. Although the City reserves the right to schedule vacations, it is hereby agreed that an effort shall be made by the City to schedule vacation leave consistent with the seniority status of the employee, the desires of the employee together with the manpower and workload requirements as determined by the City.

Vacation credits shall be taken within twelve (12) months after they are posted. Requests to carry-over vacation credits shall be in writing and approved by the employee's Supervisor and the City Manager. Such carry-over shall be allowed only for special personal reasons and for no longer than six (6) months of the second year, and the City shall not be required to reimburse an employee for such unused carry-over credits upon voluntary retirement.

## ARTICLE X

### Holidays

Section 33. The employees shall be entitled to holiday leaves with pay on the following recognized holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, the day before Christmas, Christmas Day and two (2) personal business days. Veterans Day and two (2) personal business days may be taken by the employee provided the City is notified in advance of the scheduled

shift. Personal business days are earned as of December 31 of each year and Veteran's Day is earned as of November 11 of each year.

Veterans Day and the personal business days are not to be construed as vacation leave for the purpose of determining earned vacation leave.

Employees working on Easter Sunday and only those actually working on that day will be compensated with eight (8) hours at regular pay plus twelve (12) hours compensatory time off.

Section 34. Employees shall use the personal business day credits any time after January 1 of each year. These credits shall not accumulate beyond the times specified unless arrangements are agreed upon as provided in Section 32.

Section 35. In no instances shall the vital services of the City to the community be interrupted by reason of observance of any holidays.

Section 36. Any employee to be eligible for a holiday with pay must be a full-time employee on the day of the holiday and must have worked on the last regularly scheduled workday immediately preceding and immediately following the holiday unless employee is off such days because of sickness compensated by his accumulated sick leave days, approved vacation period, or approved personal business day.

Section 37. Full-time employees who are scheduled to work on a holiday but request the holiday off and are then not required to work subsequent to the Department Director's approval, will be compensated as follows:

Eight (8) hours at regular pay.

Section 38. Full-time employees who are required to work on any approved holiday will be compensated at the discretion of the employee as follows:

(a) Eight (8) hours holiday pay plus time and one-half for hours actually worked; except that on Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Day,

and the Fourth of July, double time for all hours worked plus regular holiday pay shall be paid;  
or

(b) If the employee so elects, he/she will be given compensatory time off equal to all hours worked based on time and one-half rate (double time where appropriate).

Section 39. Full-time employees who are not scheduled to work a recognized holiday will be compensated as follows: Eight (8) hours at regular pay or eight (8) hours compensatory time off. When a recognized holiday falls within an employee's scheduled vacation period, the employee will be entitled to an extra day of vacation to be taken at the pleasure of the employee.

#### Insurance

Section 40. The City shall provide medical coverage for full-time employees and his/her spouse and eligible dependents (eligibility and terms as provided by law).

Effective October 1, 2015 the City cost for medical coverage will be capped at \$5,992.30 for single coverage; \$12,531.75 for two person coverage, and \$16,342.66 for family coverage with the employee responsible for paying any cost of coverage above these amounts by payroll deduction. These caps shall be adjusted for future insurance plan years pursuant to the provisions of P.A. 152 of 2011 (M.C.L. 15.563). The City reserves the right, for future insurance plan years, to convert to using a percentage of medical benefit plan costs to calculate City payments, in accordance with P.A. 152 (M.C.L. 15.564). In that case, the caps for employer contributions will be set at the dollar amount which equals 80% of the annual medical benefit plan costs for single, two person, and family coverage, including applicable local, state, or federal taxes, fees or other costs assessed for medical expenses, for the plan year when the switch is made. Should the City decide to make this change, it will notify the Association in writing prior to the effective date of any such change.

The City currently offers two Priority Health HMO/HSA plans. The HMO plan includes a City flex account reimbursement up to a maximum of \$550 per year for participating employees.

The HMO/HSA is a high deductible (\$1250 single/\$2500 double and family) plan. These plans are subject to availability, minimum participation rates, and the P.A. 152 hard cap amounts.

For HMO/HSA participants, the City shall open an HSA account for each employee and make a deposit of \$1250 (single) or \$2500 (double or family) on October 1 each year, or as soon as practicable, to fund the HSA. City HSA contributions in subsequent contract years will be made in the same manner.

New hires electing HSA participation or those active employees authorized to change insurance coverage options to HSA after October 1 due to a qualifying event will be provided by the City with a pro-rated HSA contribution based on the effective date of the insurance coverage.

During the annual open enrollment period, participating employees can select from the available coverage plans. Any medical plan costs for the plan selected which exceed the established caps will be deducted in equal, pro-rated amounts from each paycheck of the employee.

Given the potential impact of medical plan cost increases on the unit employees, the City and the Association agree the Association may request, at any time during the term of this bargaining agreement, that the City consider changes in either the plan design, the coverage, or the carrier to help control premium costs. The City and the Association agree to mutually look for ways to control health care costs where such measures would not negatively impact other employees of the City.

The City will also provide a dental plan for full-time employees and eligible dependents as described in the plan documents.

The City shall have the right to change to another carrier, providing the overall benefits of the new plan are substantially equivalent to or better than those offered in the existing plan. Any significant change in overall coverage resulting from a change in carrier remains subject to

negotiations. A representative of the Bargaining Committee shall be kept advised of any efforts by the City to change carriers.

An employee who leaves City employment shall be responsible to reimburse the City for a prorated amount of the annual HSA deposit according to the scale:

Prior to January 1:	50%	Prior to April 1:	25%
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This may be accomplished via deduction from the employee's last payroll check from the City or from the employee's personal funds.

(a) Insurance Opt Out

The City shall provide annual opt out payments as described below:

Medical/Dental opt out:	\$2,700
Medical only opt out:	\$2,500
Dental only opt out:	\$200

If four (4) or more bargaining unit members opt out, payments are increased as described below:

Medical/Dental opt out:	\$3,000
Medical only opt out:	\$2,800
Dental only opt out:	\$200

The payment shall be made as an added wage to the employee's biweekly payroll.

(b) Insurance Continuation - not including life or dental coverages or the \$5.00 co-pay rider, an employee who retires at 55 years of age or older and his/her spouse shall be eligible for health insurance subject to the following:

1. This coverage begins on the date of early retirement from the City's service and continues until the employee becomes eligible for Medicare or age 65, whichever occurs first.

2. The City's cost for providing such coverage shall be limited as follows:

Employees' Years of Continuous Service to The City	Maximum City Cost as a % of the Cost of Coverage Provided at the Time of Retirement
0 - 5	0 %
6 - 11	25%
12 - 17	50%
18 - 24	75%
25+	95%

3. After the date of retirement, coverage (single, couple, family) shall not be increased except at the expense of the unit member.

The City shall have the right to change to another insurance carrier providing the overall benefits of the new plan are substantially equivalent to or better than those as described in Appendix A-2. A representative of the bargaining committee of the Association shall be kept apprised of any effort by the City to change carriers.

(c) The insurance coverage plan shall be as described in the City of Grandville Schedule of Benefits provided by the City's current Group Health Insurance provider or administrator. Copies of the current plan summary are attached to the original signed contracts retained by both the Association and the City. All current employees have been previously provided a copy of this summary plan description, and all new employees will be provided a copy upon commencing work for the City. It is recognized that legislative changes, federal regulatory action and changes not initiated by the City occasionally result in changes to the plan document. In these instances an Amendment to the Health Benefit Plan will be issued to each employee.

(d) An employee may receive up to \$200 per calendar year for reimbursement of optical expenses incurred by the employee, spouse, or eligible dependents during that year. Any unused annual allotment will be added to the allotment for the next calendar year. Combining more than two (2) years or carrying over more than \$200 of unused allotment to the next year is not permitted.

Section 41. The City shall provide fully paid Fifty Thousand Dollars (\$50,000) life insurance policies for all members of the Association. This amount is to be increased to One Hundred Thousand Dollars (\$100,000) in case of accidental death on or off duty.

(a) The City shall contribute up to five hundred dollars (\$500) towards the premium for a long-term disability policy for each unit member who is not in the MERS defined benefit program. The disability plan shall include a one hundred eighty (180) days elimination period, a sixty percent (60%) of wage benefit with a three thousand dollar (\$3,000) monthly maximum and an age sixty-five (65) limit. Unit members who are in the MERS defined benefit plan may purchase this benefit at their own cost. The policy provider shall be determined by the City.

## ARTICLE XI

### Wages

Section 42. (a) Wage and salary rates shall be paid in accordance with the applicable Schedule "A" effective July 1, 2009.

Schedule A See attached.

## ARTICLE XII

### Miscellaneous Provisions

Section 43. A joint conference between Association and City representatives may be called by either party. The agenda shall be presented by the party requesting the meeting to the other party at least three (3) working days prior to the meeting.

Section 44. It is hereby agreed that the City shall pay employees the current IRS rate for the use of employee-owned vehicles on City business.

Section 45. It is agreed that the City will furnish to all employees desiring the same, tetanus, and hepatitis shots. Employees who desire flu shots can obtain them from any City-approved provider with the City to reimburse the employee for the cost of the shot, if any.

Section 46. It is agreed that the City shall provide an annual uniform allowance of \$350 to be administered by the Superintendent effective January 1, 2016. This allowance shall be increased to \$375 effective January 1, 2018. To promote the safety of each employee, the City shall provide rainwear, hard hat, ear protection, safety glasses and safety shoes. The need, frequency of replacement and cost of safety shoes and prescription safety glasses shall be determined by the Department Supervisor and obtained from City-authorized providers. In determining the costs of safety shoes and prescription safety glasses, 'factory seconds' or similarly discounted flawed products shall not be used for cost comparisons. Each employee shall wear the uniform while performing duty for the City.

Section 47. If requested, the employee will be furnished a copy of his efficiency report. All efficiency reports to be in writing.

Section 48. The City will reimburse full-time employees for the tuition, book and required materials needed in connection with approved job related academic courses authorized by the Superintendent and City Manager.

All courses must be from an approved, accredited college or university. Classes are to be scheduled during non-working hours unless flexible scheduling is approved by the City.

Employees shall request approval of an annual academic plan prior to preparation of the annual City budget. Authorization to enroll in a course for which reimbursement is allowable shall be obtained from the Department Head and City manager prior to enrollment.

In addition, upon authorization to enroll by the Superintendent, fees for approved classes will be paid in advance by the City for relevant classes, workshops, and seminars offered by various professional organizations within the water and wastewater fields that do not lead to a

degree but rather award continuing education credits as a requirement to gain or keep a state issued water or wastewater license. A certification of class completion shall be submitted to the Superintendent or his designee by the employee upon completion of the class.

Employees participating in the tuition reimbursement program agree to continue working at the City in a regular full-time scheduled status for at least six (6) months following completing of the course for which the employee has been reimbursed. If the employee voluntarily or involuntarily reduces his/her hours to part-time or temporary status, an amount equal to tuition reimbursement paid by the City will be deducted from the employee's pay.

Reimbursement shall be for completed courses with an academic grade of 70 percent (C) or above. Grades shall be submitted with the reimbursement request.

The reimbursement rates shall be as follows:

- All the actual cost for courses taken at a Michigan public college or university.
- At the actual cost for courses taken at a non-public college or university or the equivalent of the highest credit hour cost for Grand Valley State University, Western Michigan University or Ferris State University, whichever is less.
- At no time shall the reimbursement be more than the actual cost of the course to the employee.
- Employees shall not be authorized or reimbursed educational expenses for courses in approved fields of study in excess of actual costs for reimbursable expenses connected with one course per academic term or semester.
- Tuition reimbursement shall only be approved after an employee has successfully completed their applicable probationary period.
- Employees receiving any type of outside educational assistance are required to disclose the amount of this aid and have it certified by the educational institution. This amount will be subtracted from the tuition provided by the City.

(a) The City will provide one-time reimbursement to full-time employees for the State of Michigan Municipal Wastewater Operators license exam fee at each level A, B, C and D. Proof of payment, passing grade and certification must be provided by the employee. The City will also provide reimbursement to full-time employees once per three-year renewal cycle for the State of Michigan Municipal Wastewater Operators Certification renewal fee for the license level held. Proof of payment and renewed certification must be provided by the employee.

Section 49. To promote the general welfare and safety of the employees, the City shall work with the Association in establishing a general safety policy for the employees of the City in all phases of employment, including the use of vehicles and machinery and the environs in which they are employed.

Section 50. When a job vacancy or new opening appears, the job shall be posted in all departments. Upon posting the job, and upon the City receiving an adequate number of qualified applications, tests and evaluations will be completed within three (3) weeks and appointments made within one (1) additional week. Advancements within the departments will warrant a raise in pay. Placement or advancement shall be at the City's discretion and the City shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. Supervisors shall discuss with an employee whose merit increase could be delayed, the reason for the same at least sixty (60) days prior to the employee's anniversary date, to afford the employee an opportunity to sufficiently correct the stated work or personal deficiencies. Said deficiencies shall be presented to the employee in writing and shall become a permanent part of his personnel file.

Section 51. Employees who are employed on December 1 of each year and have completed a period of service as specified below, shall be eligible to receive a merit bonus payment per the following schedule. Such payment shall be made on the first payday in December.

The amount of merit bonus given above the guaranteed minimum shall be based upon an annual performance review prepared with the input or assistance of the employee's immediate supervisor and the Superintendent of the Clean Water Plant and shall be at the discretion of the Superintendent, within the guidelines established herein; and shall not be subject to the grievance procedure. The system and process of performance review shall be based on a format mutually agreeable to the City and the bargaining unit.

<u>Years of Service</u>	<u>Guaranteed Minimum</u>	<u>Maximum</u>
2 - 5	\$150	\$500
6 - 10	\$400	\$650
11 - 15	\$550	\$800
16+	\$700	\$950

Section 52. When imposing any discipline, the City will not take into account any prior minor infractions which occurred more than two years prior to the incident giving rise to the current discipline. In the event an employee completes two years of service without a disciplinary action, any record of verbal or written reprimand over two years old shall be permanently removed from the employee's personnel file upon written request to the City Manager. Records of major discipline including suspension, demotion or decrease in pay will remain in the employee's personnel file.

Section 53. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Act.

### ARTICLE XIII

#### City Rights

Section 54. The City shall remain vested with all management functions, including, but not limited to, the direction of the work forces; the full and exclusive right to hire, promote, demote, discharge and discipline employees; promulgate reasonable rules and regulations

governing the conduct of employees and require their observance; make temporary job assignments necessary to ensure the efficient performance of work; control the use of vacations so as not to jeopardize the functions of the City; establish and direct the location and methods of work, job assignments and work schedules; maintain order and efficiency; change existing methods and facilities and introduce new or improved facilities; determine the hours of work, including starting and quitting time, and length of workweek; accomplish reduction of the work force for efficiency purposes and layoff for lack of work; control, direct and supervise all equipment, subject to the terms of this agreement, and to subcontract or purchase any goods and services and not cause the elimination of a department or the loss of employment for current employees; and reserving to the City all managerial prerogatives, present and future, restricted only by specific and express terms hereof to the contrary.

#### ARTICLE XIV

##### No Strike

Section 55. The Association agrees that during the term of this Agreement, so long as the conditions of this Agreement are met in full, its members will not call or participate in any strike or other interruption of or interference with the normal business or activities of the City.

#### ARTICLE XV

##### Duration

Section 56. This Agreement shall remain in full force and effect until July 1, 2018, and shall be automatically renewable from year to year thereafter, unless either party wishes to terminate, modify, or change this Agreement, in which event, notification of such must be given to the other party in writing one hundred twenty (120) days prior to the expiration of this

Agreement. Second party to acknowledge request in writing and be prepared to negotiate within thirty (30) days.

Section 57. This Agreement contains the entire agreement between the parties and during its term neither shall be required to bargain on any subject whether mentioned herein or not, provided, however, that without opening this Agreement, the parties shall meet from time to time upon mutual agreement to discuss changes, modifications and problems concerning this Agreement. They shall further carry on discussion with respect to grievances and any additional problems concerning wages, hours, and conditions of employment.

Section 58. The Defined Benefit retirement plan is for employees hired before January 1, 1994, and consists of the MERS B-4 plan with an F-55(25) rider. Participating employees shall pay 3.55% by payroll deduction to this plan.

Employees hired after January 1, 1994, will participate in a Defined Contribution retirement plan. The City will contribute 10% and the employees will be required to contribute 5% of gross wages by payroll deduction to the plan.

GRANDVILLE ENVIRONMENTAL  
EMPLOYEES ASSOCIATION

Witness:

Kenneth D. Kumbo [Signature]

Witnessed:

CITY OF GRANDVILLE

[Signature] [Signature]  
Julie K. Ploeg Mary Meuser

SCHEDULE A  
Effective July 1, 2015 (but not retroactive)

7/1/2015      2.25%

	start	1st	2nd	3rd	4th	5th
Operator	\$ 19.44	\$ 20.40	\$ 21.30	\$ 22.07	\$ 22.56	\$ 23.35
Operator D	\$ 20.21	\$ 21.22	\$ 22.17	\$ 22.93	\$ 23.47	\$ 24.29
Operator C	\$ 22.24	\$ 23.25	\$ 24.09	\$ 25.47	\$ 26.23	\$ 26.55
Operator B	\$ 22.55	\$ 23.53	\$ 24.39	\$ 25.77	\$ 26.53	\$ 26.84
Operator A	\$ 22.65	\$ 23.64	\$ 24.50	\$ 25.87	\$ 26.64	\$ 26.95
Lead Operator	n/a	\$ 25.37	\$ 26.26	\$ 27.69	\$ 28.46	\$ 28.77

5% for Lead Operators

7/1/2016      2.75%

	start	1st	2nd	3rd	4th	5th
Operator	\$ 19.97	\$ 20.96	\$ 21.89	\$ 22.68	\$ 23.18	\$ 23.99
Operator D	\$ 20.77	\$ 21.80	\$ 22.78	\$ 23.56	\$ 24.11	\$ 24.96
Operator C	\$ 22.85	\$ 23.89	\$ 24.75	\$ 26.17	\$ 26.95	\$ 27.28
Operator B	\$ 23.17	\$ 24.18	\$ 25.06	\$ 26.48	\$ 27.26	\$ 27.58
Operator A	\$ 23.27	\$ 24.29	\$ 25.17	\$ 26.58	\$ 27.37	\$ 27.69
Lead Operator	n/a	\$ 26.07	\$ 26.98	\$ 28.45	\$ 29.24	\$ 29.56

7/1/2017      2.50%

	start	1st	2nd	3rd	4th	5th
Operator	\$ 20.47	\$ 21.48	\$ 22.44	\$ 23.25	\$ 23.76	\$ 24.60
Operator D	\$ 21.29	\$ 22.35	\$ 23.35	\$ 24.15	\$ 24.71	\$ 25.59
Operator C	\$ 23.42	\$ 24.49	\$ 25.37	\$ 26.83	\$ 27.62	\$ 27.96
Operator B	\$ 23.75	\$ 24.78	\$ 25.69	\$ 27.14	\$ 27.94	\$ 28.27
Operator A	\$ 23.85	\$ 24.90	\$ 25.80	\$ 27.24	\$ 28.05	\$ 28.38
Lead Operator	n/a	\$ 26.72	\$ 27.65	\$ 29.16	\$ 29.97	\$ 30.30

**SHIFT PREMIUM:** In addition to the above wages, the City will pay forty cents (\$0.40) per hour for second shift (4:00 p.m. to 12:00 midnight) and forty-five cents (\$0.45) per hour for third shift (12:00 midnight to 8:00 a.m.) effective the start of the first pay period after the final contract is signed.

Under normal conditions there will be in the Clean Water Plant:

<u>Operators</u>	10
<u>Leadman</u>	3

"Lead man" will possess at least a "C" operator's license.

If an employee is temporarily assigned by the Superintendent to work for a period of forty (40) consecutive hours or more in a higher job classification (currently the Lead Operations/Lab, Lead Biosolids and Lead Maintenance positions) due to the absence of the person regularly assigned those duties, said employee will receive the higher classification pay for the duration of the Acting Assignment.

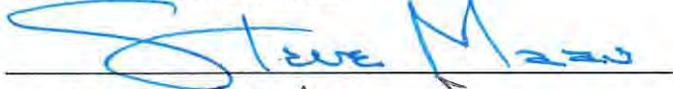
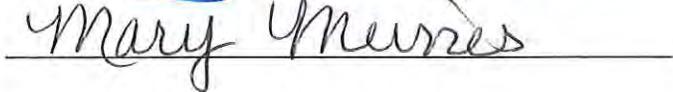
MEMORANDUM OF AGREEMENT

During the 1994 contract negotiations between the City of Grandville and the GEEA-Grandville Clean Water Plant bargaining unit the parties addressed the implementation of Section 29 of the contract which provides a Worker's Compensation Supplement. For clarification purposes, it is understood that this Section provides a supplement to Worker's Compensation benefits for a period of up to 26 weeks to qualifying employees as defined by the Worker's Compensation Law of the State of Michigan. The section does not, however, grant an injured employee paid leave time without invasion of the affected employee's sick leave bank in instances when the injury does not qualify for and/or work disability benefits are not paid.

This Memorandum of Agreement is valid and remains in effect until June 30, 2018.

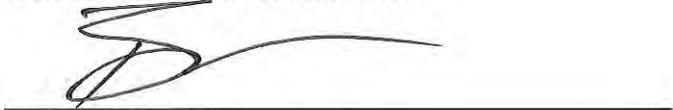
10-20-15  
Date

CITY OF GRANDVILLE

  
\_\_\_\_\_  
  
\_\_\_\_\_

GRANDVILLE ENVIRONMENTAL  
EMPLOYEES ASSOCIATION

10/19/15  
Date

  
\_\_\_\_\_  
  
\_\_\_\_\_

MEMORANDUM OF AGREEMENT

The MERS V-6 Vesting Option will be offered to any member of the GEEA-Grandville Clean Water Plant bargaining unit who meets each of the following criteria:

- the member was a full-time employee of the City of Grandville on July 1, 1994
- the member is covered under a MERS defined benefit pension plan
- the member suffered involuntary job loss directly related to a City of Grandville decision to alter operations at the Clean Water Plant. (No other type of job loss is covered including voluntary separation, termination for poor performance or work rule violation(s), misconduct, etc.)

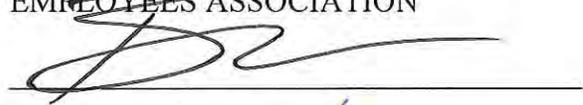
The cost of the V-6 vesting shall be paid for by the City of Grandville.

This Memorandum of Agreement is valid and remains in effect until June 30, 2018.

CITY OF GRANDVILLE

  
\_\_\_\_\_  
Mary Mertes

GRANDVILLE ENVIRONMENTAL  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Tom

Date: 10-20-15

Date: 10/19/15

MEMORANDUM OF AGREEMENT

Compensation for After Hours Calls

Clean Water Plant Employees that are assigned City issued mobile phones shall utilize them in accordance with the City Personnel Policy. For City-related business, those employees shall answer/return communications from a supervisor and are generally expected to answer/return all other work-related calls or messages (within a reasonable time period during the off hours of the employee).

Unless otherwise directed, on-shift plant staffing shall call the scheduled on-call personnel first for significant operational or emergency communications. Should on-call personnel require additional technical information, they may contact or utilize on-shift staff to contact employees with the necessary knowledge.

For off-hour communications to an employee with a City issued mobile phone that are from CWP on-call personnel and specifically related to addressing technical or emergency inquiries that do not require reporting to work, the employee answering will be compensated as follows:

One (1) hour of pay (or compensatory time off) at straight time per unrelated event. A maximum of three (3) unrelated events will be compensated for per pay period.

The time, caller, and reason for the call will be recorded on the CWP overtime sheet. All requests for compensation are subject to the approval of the Plant Superintendent.

This Memorandum of Agreement is valid and remains in effect until June 30, 2018.

10-20-15  
Date

CITY OF GRANDVILLE

Steve M... Mary M...

GRANDVILLE ENVIRONMENTAL  
EMPLOYEES ASSOCIATION

10/15/19  
Date

Tom ...

MEMORANDUM OF AGREEMENT

Scheduling of Training/Callout Pay

Internal CWP plant training sessions will be scheduled to best account for plant staffing requirements. If possible, multiple sessions of the same topic will be given at separate times. Generally, training will occur at the beginning and/or end of a weekday day shift to accommodate attendance for off-shift personnel.

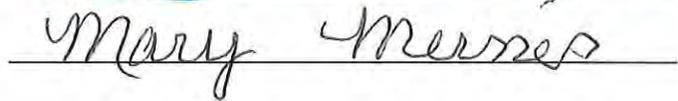
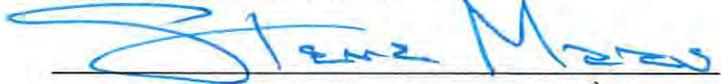
Employees may be required to attend internal Clean Water Plant training sessions. If a required session is scheduled such that the day and time does not encompass or abut an employee's scheduled work shift, they will be compensated for attendance as follows: a minimum of three (3) hours' pay (or compensatory time off) at straight time or for the actual hours worked at time and one-half, whichever is greater.

This Memorandum of Agreement is valid and remains in effect until June 30, 2018.

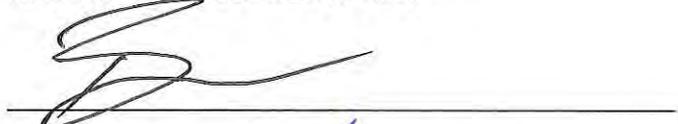
10-20-15

Date

CITY OF GRANDVILLE



GRANDVILLE ENVIRONMENTAL  
EMPLOYEES ASSOCIATION



10/19/15

Date

MEMORANDUM OF AGREEMENT

One-Time Payroll Change

The parties agreed to change the payroll schedule in March 2016 by Memorandum of Agreement. In that month there are three scheduled payrolls. The first payroll will be paid at 100%, and the second and third payrolls will be at 50% in order to move the payroll back to be paid after the completion of each full payroll period from that time forward.

This Memorandum of Agreement is valid and remains in effect until June 30, 2018.

CITY OF GRANDVILLE

10-20-15  
Date

Steve Mazzo  
Mary Merosi

GRANDVILLE ENVIRONMENTAL  
EMPLOYEES ASSOCIATION

10/19/15  
Date

[Signature]  
Tom Sykes