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**GRANDVILLE  
CITY EMPLOYEES ASSOCIATION  
AGREEMENT**

**2016 - 2019**

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AGREEMENT

THIS THREE-YEAR AGREEMENT, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the CITY OF GRANDVILLE, hereinafter called the "City," and the GRANDVILLE CITY 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 Public Works Department, except department directors, and specifically excluding clerical staff.

Section 3. The use of the terms he or she in this Agreement is intended to be inclusive of both genders.

## ARTICLE II

### Association Representation

Section 4. 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 composed of not more than three (3) persons.

Section 5. The Grievance Committee of the Association shall act in a representative capacity for the purpose of processing grievances for employees at the third step of the grievance procedure and thereafter. Said procedure is set out in Article VI of this Agreement.

## ARTICLE III

### Association Membership

Section 6. (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 of the Association.

(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 by-laws of the Association.

(e) Management reserves the right to create new jobs or to change classifications within the Public Works Department. 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 part of the bargaining unit, the pay scale shall be negotiated between the Manager and the Association's bargaining team.

#### ARTICLE IV

##### Check-Off

Section 7. 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.

Section 8. 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.

Section 9. 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.

Section 10. 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

### Overtime, Stand-By and Call-Out

Section 11. Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's hourly rate for each hour actually worked in excess of eight (8) hours per day or forty (40) hours per week, with the exception of Sunday, which shall be paid at two (2) times the employee's hourly rate for each hour actually worked. The City reserves the right to substitute compensatory time off in lieu of overtime pay upon request of the employee involved and pursuant to applicable regulations; accumulation of all such compensatory time for both holidays and overtime combined shall be limited to one hundred twenty (120) hours. Requests for

compensatory time off requests shall be limited to leaves of no more than 40 consecutive work hours and should be submitted in advance to be eligible for approval by the Director of Public Works or his/her designee. Requests shall be consistent with manpower and workload requirements as determined by the Director of Public Works.

Section 12. Any overtime assignment which is contiguous with the regular workday shall be conducted by and completed by the employees on that assignment. If an employee cannot remain for the overtime, the employee on stand-by shall be required to work. If additional employees are needed, the duty roster shall be followed.

Section 13. If an employee is called in by the Director of Public Works or his/her designee, or by Police personnel, after having left work for the day, the scheduled workweek or vacation, he/she shall receive a minimum of three (3) hours' pay at straight time or one and one half (1-1/2) times (two [2] times if on Sunday) the actual hours worked, whichever is greater.

Section 14. (a) Eligible employees may volunteer to have their names placed on a "stand-by" duty roster which shall be established by the City every six (6) months. All Public Works employees approved by the Director are eligible for stand-by duty assignments. Stand-by duty assignments shall be made from this volunteer roster, unless it contains less than sixty percent (60%) of the eligible employees, in which case the City shall have the right to also assign other eligible employees on a rotation basis. A copy of the roster or revisions thereof shall be submitted to each eligible employee.

(b) Each employee on the duty roster shall be assigned (hereinafter referred to as "standby") on a rotation basis to a one-week duration from Monday (normal starting time) to the next Monday (normal starting time). The stand-by employee is required to be on twenty-four (24) hour call on any holiday (see Section 41), each Saturday and each Sunday during his/her

assigned week. The compensation for this assignment shall be equal to six (6) hours of straight time for each holiday, Saturday and Sunday for which the employee is on stand-by. The employee on stand-by is required to report for work when called unless excused by the Director of Public Works or his designee.

The Public Works Foremen shall rotate duties as "Foreman of the Month". The Foreman of the Month shall be called in by the duty man for water main breaks, snow plowing, sewer backups, and other emergencies as determined by the Director. The compensation for serving as Foreman of the Month shall be included in Schedule A - Wages. The compensation for Foremen serving as duty man will be the same as described in this section. Foremen serving as the duty man shall not call out a Foreman of the Month, except for emergencies requiring a response from the entire staff, or unless following the duty list, the other Foreman's name is the next to be called.

(c) The duty man and the Foreman of the Month shall receive regular hourly pay per Section 13 for weekend work when called in for snowplowing, water main breaks, sewer backups or other such emergency duties.

(d) An employee who is scheduled for vacation or comp time during all or any portion of a week for which he/she is scheduled for stand-by duty shall have the option to be removed from the roster for that week. Prior to removal, the employee must find a replacement and receive approval from the Director of Public Works or his/her designee.

(e) The Foremen, Mechanic, and Public Works Lead Workers will be paid one (1) hour at the regular hourly rate per event for work-related calls from non-DPW personnel taken during the weekend and on holidays that do not require reporting to work. A maximum of two (2) events per weekend will be allowed. The time, caller, and reason for the call will be recorded

on an employee time sheet. All requests for compensation under this section will be approved by Director.

Section 15. Any claim that the City did not call an employee for extra duty in accordance with the provisions of this Article shall not be subject to the grievance procedure, except for a claim alleged under Section 12 above.

## ARTICLE VI

### Grievance Procedure

Section 16. 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 violation of this Agreement.

Section 17. If any grievance cannot be orally resolved, it shall be settled in accordance with the following procedure:

Step 1 -Each grievance shall be in writing, 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 in five (5) working days after he/she 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 or a promotion, 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 Councilperson 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 18. 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 19. 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 provided in this Agreement.

Section 20. Upon written request, a members' seniority list shall be prepared by the City and a copy supplied for each member of the Association. The list shall be revised to reflect the current status of members as of January 1 each year.

Section 21. 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.

Section 22. Each new employee shall be considered as a probationary employee for the first six (6) months after hiring. During this probationary period, the employee may be laid off or discharged by the City without regard to 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 with within the probationary period, and such employee shall have no recourse to the grievance procedure. An employee who is promoted or advanced to a new position shall be on probation in such position for six (6) months. If he/she fails probation, he/she shall be returned to his former position and department.

Section 23. 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 24. An employee who exhausts his sick leave days and vacation allowance shall continue to accumulate seniority for twelve (12) months. Thereafter, he/she shall be granted a sick leave of absence without further accrual of seniority for the duration of the sickness. Upon receiving a doctor's statement indicating employee fitness for return to work, he/she shall be reinstated in accordance with his accrued seniority.

## ARTICLE VIII

### Leave of Absence and Sick Leave

Section 25. Employees may, at the discretion of the City, be granted leaves of absence without pay. While on an approved leave of absence, an employee will not earn vacation days and will not be credited with sick leave days or seniority. Merit bonus will be adjusted accordingly. 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 upon leave. Leave shall be granted on approval of the Department Director and the City Manager.

Section 26. 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 reason for the leave. Approval shall be in writing by the employee's Department Director and the City Manager.

Section 27. 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. Further paid sick leave will accumulate 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. In lieu of adding those days to the sick leave bank, on or about December 1st of each year an employee may elect to receive as part of the next regular paycheck an amount equal to \$50 for each day over nine (9) days of unused sick leave accumulated during the preceding twelve (12) month period. Such request shall be made in writing by the

employee and is subject to approval of the employee's Department Director and the City Manager.

(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 the 15th day of January of each year.

(e) Sick leave is for the purposes of illness, medical or dental treatment. Sick leave may be used for unusual situations 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.

(f) 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 thousand four hundred forty (1,440) hours for employees hired prior to January 1, 2000 and to a maximum of nine hundred sixty (960) hours for employees hired on or after January 1, 2000 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 28. 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) In the event of a death in the employee's immediate family, up to three (3) working days paid leave to make arrangements for and attend the funeral, may be compensated by the City, with no invasion of the employee's sick leave bank and at the discretion of the City Manager. All employees will request time off in writing to the City Manager.

Immediate family is to be defined as the employee's spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, spouses grandparents and grandchildren.

(c) When unusual situations or emergencies exist in the employee's immediate family.

Section 29. 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 30. 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 31. Before an employee absent from his duties for twelve (12) consecutive days returns, he/she shall satisfy the City that he/she is fit again to perform his duties.

Section 32. Any employee who after being a City employee for a period of twelve (12) months experiences a work incapacitating injury or illness for which the employee is or may be eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, the City shall, for a period not to exceed twenty-six (26) weeks, supplement without

charge to sick leave or vacation Worker's Compensation by the difference between Worker's Compensation and the employee's normal weekly earnings, excluding overtime. Said supplement shall begin on the date Workers Compensation benefits take effect, which is usually seven (7) calendar days from the date of the injury. Any lost time between the date of the injury and the seventh (7th) calendar day shall be charged against the employee's sick, vacation and/or compensatory time bank as the employee directs.

Section 33. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his regular job, the City will make every effort to place the employee in a position that he/she is physically and mentally able to perform; in so doing, the City will attempt to place the employee in a position as close as possible to his previous wage level. The City is to make the final determination as to qualifications of employee for a given position.

Section 34. Within any one 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 35. Military leave shall be granted as follows:

(a) Any permanent employee who is inducted into 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/she makes formal application

for reinstatement within ninety (90) days of his date of discharge. Seniority and longevity credits continue while the 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/she shall be paid by the City the difference between the amount he/she 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/she receives for such duty and his full salary for a period of up to twenty (20) working days.

Section 36. In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose, providing he/she presents the court order, subpoena or summons, if one is issued, to the City as far in advance as possible. He/she 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 37. 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/she is employed. Upon completion of the six (6) months' probation period, the employee may use whatever vacation time he/she has 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 four (4) weeks of vacation leave each year.

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

Section 38. Vacation pay shall be computed on the basis of the employee's normal workweek, not to exceed forty (40) hours per week.

Section 39. 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 leaves 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. Requests for use of vacation leave of less than eight (8) hours may be approved by the employee's immediate supervisor. Request for use of leave of eight (8) hours to forty (40) hours shall be submitted a minimum of forty-eight (48) hours in advance and requests for leave exceeding forty (40) hours shall be submitted one (1)

week in advance of the leave requested to be eligible for approval by the Director of Public Works or his/her designee.

Effective January 1, 2007 leave time will accumulate under an accrual system; once leave is earned, an employee is eligible to use it. Leave time will be earned in accordance with the applicable sections of this agreement and limited per the "Leave Time" section of the City of Grandville Personnel Policy. The specific amount of accrued leave time available will be detailed on employee pay-stubs. Leave time information on pay-stubs reflect the accrual as of the end of the payroll period, which can be up to two (2) weeks different than the payroll issue date. Refer to the Leave Time section of the Personnel Policy for further information.

## ARTICLE X

### Holidays

Section 40. The employees shall be entitled to holiday leaves with pay on the following recognized holidays:

|                  |                        |
|------------------|------------------------|
| New Year's Day   | Veteran's Day          |
| Good Friday      | Thanksgiving           |
| Memorial Day     | Day After Thanksgiving |
| Independence Day | Day Before Christmas   |
| Labor Day        | Christmas Day          |

When Christmas falls on a Saturday, Sunday or Monday, one (1) additional personal business day will be granted to each employee in lieu of the before-mentioned day before Christmas.

(a) The City shall provide each member with two (2) personal business days annually that may be used at any time after January 1 of the next calendar year and during the following twelve (12) months. Newly hired employees hired between January 1 and June 30 shall be credited with two (2) personal business days and employees hired between July 1 and December 31 shall be credited with one (1) personal business day for use in the year beginning the next January 1. Request for use of

personal days should be submitted a minimum of forty-eight (48) hours in advance to be eligible for approval by the Director of Public Works of his/her designee. Veteran's Day and personal business days are not to be construed as vacation leave for the purpose of determining earned vacation leave.

Section 41. The Public Works Department, including the Cemetery, shall be closed on the before-mentioned holidays, except for Veteran's Day, the personal business day(s), and as qualified in Section 40, the day before Christmas. Employees shall use the personal business day credits any time after January 1st of each year, and when applicable, personal business days in lieu of the day before Christmas at any time after January 1st during the following twelve (12) months after they are earned. These credits shall not accumulate beyond the times specified unless arrangements are agreed upon pursuant to the provisions of Section 39.

Section 42. In no instances shall the vital services of the City to the community be interrupted by reason of observance of any holidays.

Section 43. When one of the recognized holidays falls on a Sunday, Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section 44. Full-time employees who are required to work on any approved holiday will be compensated as follows:

(a) Time and one-half for all hours worked plus regular holiday pay as per Section 46, except that on Thanksgiving Day, the day before Christmas, Christmas Day, New Year's Day, Memorial Day, and the Fourth of July, double time for all hours worked plus regular holiday pay shall be paid.

(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 45. 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 off such days because of sickness compensated by accumulated sick leave days. 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 beginning or the end of his regularly scheduled vacation period.

Section 46. Eligible employees shall receive eight (8) hours' pay at their regular hourly rate for all recognized holidays on which they are not required to work.

## ARTICLE XI

### Health Benefits

Section 47. 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, 2016, the City cost for medical coverage will be capped at \$6,142.11 for single coverage; \$12,845.04 for two person coverage, and \$16,751.23 for family coverage with the employee responsible for paying any cost of coverage above these amounts by payroll deduction. These caps may 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 contract 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 for the plan year when the switch is made. Should the City decide to make this change, it will notify the GCEA in writing prior to the effective date of any such change.

The City currently offers a Priority Health HMO/HRA plan, an HMO/HSA plan, and an HMO "Value Plan" with an 80/20 feature for covered employee costs. The HMO/HRA 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 (\$1200 single/\$2400 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 \$1200 (single) or \$2400 (double or family) on October 1, 2013 to fund the HSA. Timing of City HSA contributions in subsequent contract years is as follows:

| <b>Plan Year</b>  | <b>October 1</b>                         | <b>January 1</b>                         | <b>April 1</b>                          |
|-------------------|--|--|---|
| Beginning 10/1/14 | \$600 – single<br>\$1200 – double/family | \$600 – single<br>\$1200 – double/family | N/A                                     |
| Beginning 10/1/15 | \$600 – single<br>\$1200 – double/family | \$300 – single<br>\$600 – double/family  | \$300 – single<br>\$600 – double/family |

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 GCEA agree the GCEA 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 GCEA 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.

Section 48. 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. For full-time employees active on June 30, 2001, and continuously employed by the City until their retirement date, the City's cost for providing such coverage shall be limited to the existing cost of the coverage provided by the City at the time of retirement. Any increase in cost of coverage after the date of retirement shall be paid by the employee.

3. For full-time employees hired July 1, 2001, or later the City's cost for providing such coverage shall be limited as follows:

| <b>Employees' Years of Continuous Service to the City</b> | <b>Maximum City Cost as a % of the Cost of Coverage Provided at the Time of Retirement</b> |
|---|--|
| 0 – 5   | 0%   |
| 6 – 11  | 25%  |
| 12 – 17   | 50%  |
| 18 – 24   | 75%  |
| 25+   | 90%  |

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

Section 49. The City shall provide a fully-paid fifty thousand dollars (\$50,000) life insurance policy for all members of the Association. The amount shall be one hundred thousand (\$100,000) in case of accidental death on or off duty. Such increase shall be effective 10/1/08.

Section 50. 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) day 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.

Section 51. 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 52. It is agreed that the City will furnish to all employees desiring the same, tetanus, hepatitis and flu shots.

## ARTICLE XII

### Wages

Section 53. Wage and salary rates shall be paid in accordance with the applicable Schedule A attached hereto and be effective on July 1, 2016.

## ARTICLE XIII

### Miscellaneous Provisions

Section 54. A joint conference between the Association and the 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 55. Whenever an employee is required to use his own vehicle on the business of the City, he/she shall be paid mileage at the rate equal to the IRS allowance. This is not applicable to mileage between home and job site.

Section 56. It is agreed that the City shall furnish six (6) uniforms or their equivalent in value in jackets or coveralls for Public Works employees, with semi-annual issues during April and October of each year. The mechanic shall receive an additional three (3) shirts per year. 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.

Section 57. The City will reimburse employees covered by this Agreement for tuition, books and required materials needed in connection with academic courses leading to a degree in Public Administration or similar programs authorized by the Department Head and City Manager. All courses must be from an accredited college or university. Reimbursement shall be for completed courses with an academic grade above a C. Employees shall not be authorized or reimbursed educational expenses for courses in the stated fields of study in excess of actual costs for reimbursable expenses connected with one course per academic term or semester. Employees shall submit 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.

This policy shall also apply to trade school certifications and classes that do not lead to a degree. Examples include electrical, automotive or welding.

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 completion of the course for which the employee has been reimbursed. If the employee voluntarily terminates, involuntarily terminates for cause, or voluntarily 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.

The reimbursement rates shall be as follows:

- At the actual cost for courses taken at a public trade school, 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 cost of the course, including consideration of any scholarship or other tuition reduction received by the employee.

Section 58. 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. Proportionate payments shall be made upon retirement or voluntary termination of services and in the case of layoffs.

The amount of the 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 Director of the Department of Public Works and shall be at the discretion of the Director, 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                     | \$400          |
| 6 - 10                  | \$400                     | \$550          |
| 11 - 15                 | \$550                     | \$700          |
| 16+                     | \$700                     | \$850          |

The following chart shall be effective for merit increases due on or after December 1, 2014:

| <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 59. When imposing any discipline, the City will not take into account any prior minor infractions which occurred more than two (2) years prior to the incident giving rise to the current discipline. In the event an employee completes two (2) years of service without a disciplinary action, any record of verbal or written reprimand over two (2) 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.

## ARTICLE XIV

### Placement and Promotions

Section 60. As of July 1, 1998, present employees will be classified and placed in the step levels as set forth in Schedule "B" attached hereto. Employees will become eligible for advancement to subsequent steps on their anniversary date of employment or sooner if merited. Said merit to be determined by the Director of Public Works and a lack thereof may result in a delay in advancement.

Section 61. The Department of Public Works shall have the following positions on the effective date of this agreement, subject to all of the City Rights in section 61: Foreman (2); Lead Workers (4); Mechanic (1); Inspector (1); and Maintenance Workers.

- 1) Each employee who is interested in promotion may submit his/her application to Human Resources when a position for which the applicant is qualified becomes vacant. Consideration will be given to the employees' experience, work history, qualifications and seniority. Current, full-time employees will have preference for vacancies or new positions if they possess the required qualifications.
- 2) When a job vacancy is known through a formal resignation or a new position appears, the position will be posted for a period of three (3) weeks in all departments. At the same time the vacancy will be advertised in at least a newspaper of general circulation. Upon completion of the posting and the City receiving an adequate number of qualified applications, interviews and testing shall take place of the most qualified candidates. It is the intention to make an offer to hire for the position within twenty one (21) days after the posting has been closed acknowledging that items outside of the control of the City, such as

reference checks, add time to the hiring process. A promotion shall warrant movement to the applicable pay scale.

- 3) Department of Public Works employees shall be eligible to permanently advance to openings in a higher classification after completing one year of employment and upon qualifying for the higher classification based upon work ability and a written examination. Examinations may be repeated every six (6) months. The Public Works Director shall discuss with an employee, whose step advancement 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 part of the personnel file.

## ARTICLE XV

### City Rights

Section 62. The Employer 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 contract out for goods and services; and

reserving to the City all managerial prerogatives, present and future, restricted only by specific and express terms hereof to the contrary.

#### ARTICLE XVI

##### No Strike

Section 63. 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 XVII

##### Retirement

Section 64. The Defined Benefit retirement plan is for employees hired before July 1, 1995, and consists of the MERS B-4 plan with the F-55(25) rider with participating employees paying 5.24% by payroll deduction tot his plan. Effective the first pay period after January 1, 2011 the required contribution for participating employees will decrease to 4.24%. Employees hired on or after July 1, 1995, participate in a Defined Contribution retirement plan. The City will contribute 9% and the employee will be required to contribute 3% of gross wages by payroll deduction to the plan until the first pay period after January 1, 2011 when the City contribution will change to 10% and the required employee contribution will increase to 4% of gross wages.

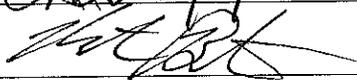
#### ARTICLE XVIII

Section 65. This Agreement shall remain in full force and effect through June 30, 2019, 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 120 days prior to the expiration of this Agreement. Second party to acknowledge the request in writing and be prepared to negotiate within thirty (30) days.

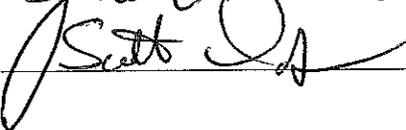
Section 66. This Agreement contains the entire agreement between the parties, and during its term neither shall be required to bargain on any subject whether mentioned herein or not, provided, however, that without opening this Agreement, the parties shall meet from time to time upon mutual agreement 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.

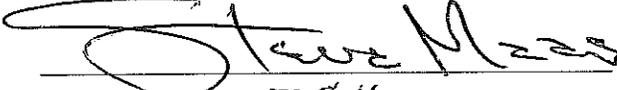
WITNESSED:

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

GRANDVILLE CITY  
EMPLOYEES ASSOCIATION

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

CITY OF GRANDVILLE

  
\_\_\_\_\_  
7-8-16

SCHEDULE A - WAGES

Effective July 1, 2016 (but not retroactive)

|                        | Start   | 6 mos.  | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  |
|------------------------|---------|---------|---------|---------|---------|---------|---------|
| Maintenance            | \$18.42 | \$19.76 | \$21.14 | \$23.38 | \$23.87 | \$24.61 | \$25.33 |
| Mechanic/<br>Inspector | \$23.04 | \$23.47 | \$24.35 | \$25.32 | \$26.36 |         |         |
| Lead Worker            |         |         |         |         |         | \$25.95 | \$26.36 |
| Foreman                |         |         |         |         |         | \$27.53 | \$28.54 |

Effective July 1, 2017

|                        | Start   | 6 mos.  | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  |
|------------------------|---------|---------|---------|---------|---------|---------|---------|
| Maintenance            | \$18.88 | \$20.25 | \$21.67 | \$23.96 | \$24.47 | \$25.23 | \$25.96 |
| Mechanic/<br>Inspector | \$23.62 | \$24.06 | \$24.96 | \$25.95 | \$27.02 |         |         |
| Lead Worker            |         |         |         |         |         | \$26.60 | \$27.02 |
| Foreman                |         |         |         |         |         | \$28.22 | \$29.25 |

Effective July 1, 2018

|                        | Start   | 6 mos.  | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  |
|------------------------|---------|---------|---------|---------|---------|---------|---------|
| Maintenance            | \$19.30 | \$20.71 | \$22.16 | \$24.50 | \$25.02 | \$25.80 | \$26.54 |
| Mechanic/<br>Inspector | \$24.15 | \$24.60 | \$25.52 | \$26.53 | \$27.63 |         |         |
| Lead Worker            |         |         |         |         |         | \$27.20 | \$27.63 |
| Foreman                |         |         |         |         |         | \$28.85 | \$29.91 |

License Pay: In addition to the above wages, the City will pay a one-time bonus to each employee upon obtaining a State of Michigan S-4 Waterworks System Operator License of one hundred dollars (\$100). For additional State of Michigan Waterworks System Operator licenses, the City will also pay as follows:

- S-3 Annual payment of \$200. First payment upon proof of obtaining license and subsequent annual payments on the last payday of the fiscal year in which the employee has continuously held the license for the entire fiscal year.
- S2/S-1 Annual payment of \$300. First payment upon proof of obtaining license and subsequent annual payments on the last payday of the fiscal year in which the employee has continuously held the license for the entire fiscal year.

SHIFT PREMIUM

During all years of the Agreement, there shall be a shift premium beginning at 11:00 p.m. and continuing until 8:00 a.m. Any hours actually worked which fall within that time shall receive a premium of fifty cents (\$.50) per hour. The premium shall be added to the regular rate, and overtime shall be applied to that rate.

**MEMORANDUM OF AGREEMENT**

One-Time Payroll Change

The parties agreed to change the payroll schedule in March 2017 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, 2019.

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