

5882

6/30/2001

GRANDVILLE  
CITY EMPLOYEES ASSOCIATION  
AGREEMENT  
1998 - 2001

*Grandville, City of*

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 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 him 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

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I .....	1
Recognition .....	1
ARTICLE II .....	2
Association Representation .....	2
ARTICLE III .....	3
ARTICLE IV .....	4
Check-Off .....	4
ARTICLE V .....	5
Overtime, Stand-By and Call-Out .....	5
ARTICLE VI .....	7
Grievance Procedure .....	7
ARTICLE VII .....	9
Seniority .....	9
ARTICLE VIII .....	11
Leave of Absence and Sick Leave .....	11
ARTICLE IX .....	16
Vacations .....	16
ARTICLE X .....	18
Holidays .....	18
ARTICLE XI .....	20
Health Benefits .....	20
ARTICLE XII .....	23
Wages .....	23

ARTICLE XIII .....	23
Miscellaneous Provisions .....	23
ARTICLE XIV .....	25
Placement and Promotions .....	25
Employee Classifications .....	25
ARTICLE XV .....	27
City Rights .....	27
ARTICLE XVI .....	28
No Strike .....	28
ARTICLE XVII .....	28
Retirement .....	28
ARTICLE XVIII .....	29
SCHEDULE "A"	
INSURANCE COVERAGE PLAN .....	31
SCHEDULE "B" WAGE RATES .....	37
SCHEDULE "C"	
EMPLOYEE CLASSIFICATIONS AND STEP LEVELS .....	39
LETTER OF UNDERSTANDING	
DPW Building Maintenance Position .....	40
LETTER OF UNDERSTANDING	
DPW Clerk Position Ruth Johnson .....	41

AGREEMENT

THIS THREE-YEAR AGREEMENT, made and entered into as of the 25<sup>th</sup> day of February, 1999, 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 E-Unit employees.

## 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 composed of 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 third step of the grievance procedure and thereafter. Said procedure is set out in Article VI of this Agreement.

### ARTICLE III

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.

(b) All employees hired to positions within the bargaining unit may become members of the Association upon completion of their six month probation period; or, in the alternative, shall tender to the Association a dollar amount equivalent to the dues of the Association.

(c) The City of Grandville will not in any way discriminate against any employee because of his 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 security 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 6. The City shall deduct from the pay of each employee, whether or not a 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 revokable 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 probation period ends.

Section 7. 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 8. 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 9. 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 10. 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 eighty (80) hours. Requests for use of compensatory time off should be submitted in advance to be eligible for approval by the Director of Public Works or his/her designee. Approval of compensatory time off requests shall be consistent with manpower and work load requirements as determined by the Director of Public Works.

Section 11. 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

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. A members seniority list shall be prepared by the City as of January 1st of every year and a copy supplied to the Association by January 15th each year. The list shall be revised and kept current from time to time by the City.

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 fails probation, he 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 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 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) An employee who retires from or voluntarily leaves municipal service shall be compensated for unused accumulated sick leave if the employee has completed five

(5) years or more of employment with the City. A maximum of 180 days may be compensated for at a rate equal to one third (1/3) of the employee's daily rate.

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 shall satisfy the City that he 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 earning, 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 cannot perform his regular job, the City will make every effort to place the employee in a position that he 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 eighty (80) 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 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 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 36. 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 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 is employed. Upon completion of the six (6) months probation period, the employee may use whatever vacation time he 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) The City shall prepare a roster of 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, 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 should be submitted a minimum of twenty-four (24) hours in advance to be eligible for approval by the Director of Public Works or his/her designee.

Vacation credits shall be taken within twelve (12) months after they are posted. Requests to carry over vacation credits shall be in writing, state the anticipated dates that vacation is to be used and be approved by the Department Director and the City Manager. Such carry-over vacation credits 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 separation.

## 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
Two Personal Business Days	

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.

Personal business day(s) are earned as of December 31st of each year.

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 anytime 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, Christmas Day and New Year's Day, double time for all hours worked plus regular holiday pay shall be paid.

Section 49. The City shall provide a fully-paid twenty-five thousand dollars (\$25,000) life insurance policy for all members of the Association. The amount shall be fifty thousand (\$50,000) in case of accidental death on or off duty.

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. The City shall provide up to one hundred dollars (\$100) per calendar year reimbursement for optical expense incurred by/for the employee only. An employee may elect to roll-over one year's reimbursement to second year and be reimbursed for expenses up to two hundred dollars (\$200). Combining more than two (2) years 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 B attached hereto and be effective on July 1, 1998.

## ARTICLE XIII

### Miscellaneous Provisions

Section 54. (a) 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 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 full-time employees covered by this agreement for tuition, books and required materials needed in connection with approved job-related academic courses and training and completed by the employee achieving an academic grade of 70% (C) or above. Employees shall not be authorized or reimbursed educational expenses in excess of actual costs for reimbursable expenses connected with one (1) course per academic term or semester. Authorization to enroll in a course for which reimbursement is allowable shall be obtained from the Director of Public Works and City Manager prior to enrollment.

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>
0 - 3	\$ 0	\$ 200
4 - 5	\$ 150	\$ 300
6 - 10	\$ 300	\$ 450
11 - 15	\$ 450	\$ 600
16+	\$ 600	\$ 750

#### ARTICLE XIV

##### Placement and Promotions

Section 59. As of July 1, 1998, present employees will be classified and placed in the step levels as set forth in Schedule "C" 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 60. The Department of Public Works shall have the following positions on the effective date of this Agreement.

##### Employee Classifications

Public Works	Foreman (2)
Public Works	Lead Worker (3)
Public Works	Mechanic (1)



Public Works            Maintenance Worker (unlimited)

Public Works            Clerk (1)

1. Each employee who is interested in promotion may, at any time, submit his/her request in writing to the Public Works Director. The Public Works Director will review the request each time a position becomes vacant.

2. The City shall post in the Department of Public Works Service Building, within thirty (30) days from the date the position becomes vacant, each newly created or vacant position of the bargaining unit. During the ten (10) day period after posting, employees shall indicate their interest in being appointed to such position. Testing, evaluation and interviews will be administered within thirty (30) days following the receipt of applications. The City shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. Priority shall be given to fill any vacancy with the best qualified applicant from employee(s). The City Manager may hire a person who is not employed by the City or the City may leave the position vacant only after mutual agreement with the Association. If the City, with the approval of the Association, at some later date chooses to fill the vacancy, the position shall again be posted prior to filling same. A promotion shall warrant an increase in wages for the affected employee.

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 permanent part of his personnel file.

## ARTICLE XV

### City Rights

Section 61. 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 62. 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 63. There are two primary retirement plans:

For employees hired prior to July 1, 1995, the retirement plan is the MERS B-3 plan with the City paying the full cost of the retirement contribution, except for a two-tenths percent (0.2%) of wages contribution by employees. Effective July 1, 1999, the MERS F-55/25 retirement option will be added to this retirement plan with the full cost of this benefit paid by the employees through reduced Year 2 wages as indicated under Schedule B.

One time during the duration of this contract (1998-2000), the City will offer a window period for employees in the MERS Defined Benefit Plan to make a voluntary, but irrevocable, conversion to the MERS Defined Contribution Plan. Such conversion must be in accordance with the process and procedures established by MERS. The City will contribute five percent (5%) of salary for the employees who convert to the defined contribution plan. In addition, for those employees who convert to the MERS Defined Contribution Plan, the City will match

employee contributions, up to three percent (3%), made by these employees to the City's approved Section 457 Plan.

Employees hired after July 1, 1995, do not participate in the MERS defined plan but are placed in a defined contribution retirement plan with the City contributing five percent (5%) of gross annual wages to such plan. In addition, for these employees, the City will match on a 1:1 basis employee contributions to the defined contribution program up to three percent (3%).

#### ARTICLE XVIII

Section 64. This Agreement shall remain in full force and effect through June 30, 2001, 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 65. 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:

*[Signature]*  
\_\_\_\_\_

GRANDVILLE CITY  
EMPLOYEES ASSOCIATION

*[Signature]*  
*[Signature]*

*Kenneth D. Kumbier*  
\_\_\_\_\_

CITY OF GRANDVILLE

*[Signature]*  
\_\_\_\_\_

## SCHEDULE "A"

### INSURANCE COVERAGE PLAN

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 provider 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.

BENEFITS

(Benefits are described and are subject to the terms and conditions set forth in the pages which follow. All benefits are based on Usual and Customary charges.)

SCHEDULE OF MEDICAL BENEFITS

<u>BENEFITS</u>	<u>LIMITS</u>	
	<u>PPO</u>	<u>NON-PPO</u>
<u>COMPREHENSIVE MEDICAL</u>		
Annual Deductible per Covered Person	\$ -0-	\$ 200.00
Annual Deductible per Family	\$ -0-	\$ 400.00
Benefit Percentage Paid (All Covered Expenses, unless specifically stated otherwise)	100%	80% of the first \$10,000.00 (Family) above Deductibles, then 100% to the end of the Calendar Year
Maximum Out-of-Pocket for Comprehensive Medical Covered Expenses per Calendar Year		
Per Covered Person	\$ -0-*	\$ 2,200.00*
Per Family	\$ -0-*	\$ 2,400.00*
<p>* Includes Deductible and benefit percentage only. Does not include PPO co-payments, prescription drug co-payments, expenses that constitute a penalty for non-compliance, exceed the Usual and Customary charge allowed by the Plan, exceed the limits in the Schedule of Benefits, or are otherwise excluded under the provisions of the Plan.</p>		
<u>HOSPITAL</u>	100%	100%; Deductible waived
Mandatory Hospital Certification Penalty For Noncompliance	Required First \$250.00 of charges from Hospital confinement	Required First \$250.00 of charges from Hospital confinement
Room and Board	Semi-Private Rate	Semi-Private Rate
Intensive Care Unit/Cardiac Care Unit	Usual and Customary Rate	Usual and Customary Rate

BENEFITSLIMITSHOSPITAL, cont.PPONON-PPOBenefit Period per Confinement  
GeneralOne hundred-  
twenty (120)  
daysOne hundred-  
twenty (120)  
days

Pulmonary Tuberculosis

Thirty (30) days

Thirty (30) days

MEDICAL CARE

Inpatient

100%

100%; Deductible waived

Outpatient

100% after \$10.00  
co-payment per visit\*Paid as a Comprehensive  
Medical Expense

\*The co-payment will apply to all Outpatient Physician office visits, Hospital emergency room visits, and urgent care center visits. For ongoing allergy treatment and pre-natal care, the co-payment will be taken on the first visit only.

SURGERY

100%

100%; Deductible waived

OUTPATIENT SURGICAL FACILITY

100%

100%; Deductible waived

ANESTHESIA

100%

100%; Deductible waived

PRE-ADMISSION TESTING

100%

100%; Deductible waived

ROUTINE PREVENTIVE CARE100% after \$10.00  
co-payment per visit

Not Covered

HOME HEALTH CARE (In Lieu of Hospitalization)

100%

100%; Deductible waived

CONVALESCENT CARE (In Lieu of Hospitalization)

100%

100%; Deductible waived

DIAGNOSTIC X-RAY AND LABORATORY

100%

100%; Deductible waived

Co-payment per procedure

Not Applicable

Greater of: \$5.00 or 10%

SUPPLEMENTAL ACCIDENT

100%

100%; Deductible waived

Maximum paid under this benefit per Covered Person per Accident

Not Applicable

\$ 300.00



BENEFITSLIMITS

	<u>PPO</u>	<u>NON-PPO</u>
<u>OUTPATIENT PHYSICAL THERAPY</u>	100%	100%; Deductible waived*
Maximum number of treatment days allowed per Covered Person per Injury or Illness (all PPO and Non-PPO services combined)	Sixty (60) days	Sixty (60) days
<u>BEHAVIORAL CARE (Includes Mental/ Nervous and Addictions Treatment)</u>		
<u>Outpatient Behavioral Care</u>	75%	75% after Deductible
Maximum benefit paid per Covered Person per Calendar Year (all PPO and Non-PPO services combined)	\$ 2,750.00	\$ 2,750.00
Maximum Lifetime benefit paid per Covered Person for all Outpatient Behavioral Care (all PPO and Non-PPO services combined)	\$ 5,000.00	\$ 5,000.00
<u>Inpatient and Intensive Outpatient Behavioral Care</u>	100%	100%; Deductible waived
Maximum benefit paid per Covered Person per Calendar Year (all PPO and Non-PPO services combined)	\$ 15,000.00	\$ 15,000.00
Maximum Lifetime benefit paid per Covered Person for all Behavioral Care (all PPO and Non-PPO services combined)	\$ 30,000.00	\$ 30,000.00

## NOTE:

1) Eligible Behavioral Care benefits will not apply toward the Comprehensive Medical Out-of-Pocket Maximum and will always be paid at the percentage stated under the Behavioral Care Benefit.

2) The Plan will not, under any circumstances, pay more than the Calendar Year or Lifetime for all Behavioral Care listed in the Schedule of Benefits, whether rendered through a Participating Provider or not.

BENEFITS

LIMITS

PPO

NON-PPO

BEHAVIORAL CARE, cont.

3) Services provided by counselors or therapists who are certified or licensed as social workers, Psychologists, or Clinical Nurse Specialists and who have a Masters degree or its equivalent in psychology, counseling education counseling psychology, social work, or psychiatric nursing are covered under the Plan.

PRIVATE DUTY NURSING

100%

75% after Deductible

**NOTE:**

Eligible Private Duty Nursing benefits will not apply toward the Comprehensive Medical Out-of-Pocket maximum, but will always be paid at the percentage stated under the Private Duty Nursing Benefit.

PRESCRIPTION DRUG CARD - through Claimspro Prescription Drug Card Program

Not a PPO benefit

100%; Deductible waived

Co-payment per prescription drug

\$ 5.00

MAXIMUM LIFETIME BENEFIT PAID PER COVERED PERSON FOR ALL COVERED MEDICAL EXPENSES (ALL PPO AND NON-PPO SERVICES COMBINED)

\$ 1,000,000.00

\$ 1,000,000.00

SCHEDULE OF DENTAL BENEFITS

Retirees and their covered Dependents are not eligible for Dental Benefits.

<u>BENEFITS</u>	<u>LIMITS</u>
Type I - Preventive Dental Services	75%
Type II - Minor Restorative Dental Services	50%
Type III - Major Restorative Dental Services	50%
Type IV - Orthodontic Services*	50%
*Dependent children under age nineteen (19) only	
Maximum benefit paid per Covered Person per Calendar Year for Types I, II and III Dental Services	\$ 800.00
Maximum Lifetime benefit paid per Dependent child for Type IV Dental Services	\$ 1,000.00

SCHEDULE "B" WAGES  
Wages

Effective July 1, 1998

	<u>Start</u>	<u>6 mos.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Maintenance	12.00	12.89	13.79	14.69	15.56	16.04	16.53
Mechanic	15.01	15.29	15.88	16.52	17.18		
Lead Worker						16.92	17.18*
Assistant						17.58	18.25*

Effective July 1, 1999

	<u>Start</u>	<u>6 mos.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Maintenance	12.21	13.11	14.03	14.94	15.83	16.32	16.81
Mechanic	15.27	15.55	16.15	16.80	17.48		
Lead Worker						17.21	17.48*
Assistant						17.88	18.56*

Effective July 1, 2000

	<u>Start</u>	<u>6 mos.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Maintenance	12.58	13.50	14.45	15.39	16.30	16.81	17.31
Mechanic	15.73	16.02	16.63	17.30	18.00		
Lead Worker						17.73	18.00*
Assistant						18.42	19.12*

\* If merited as determined by Director of Public Works

Public Works Inspector position, if funded and filled by City, shall receive a rate of pay equivalent to 103% of the top step of the Public Works Maintenance position.

### 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 twenty cents (20¢) per hour. The premium shall be added to the regular rate, and overtime shall be applied to that rate.

In those instances when an employee works a given shift other than the normal work period (8:00 a.m. - 4:30 p.m.) and is assigned to such a shift for at least one week, the shift premium shall be twenty-five cents (25¢) per hour.

### ACTING ASSIGNMENT PAY

If an employee is temporarily assigned by the Director of the Department of Public Works to work for a period of forty (40) consecutive hours or more in a higher job classification, said employee will receive the higher classification pay.

LETTER OF UNDERSTANDING

DPW Building Maintenance Position

The parties mutually agree that a newly-created Building Maintenance position will be classified as a "DPW Maintenance" position. The normal work period for this position will be other than the normal DPW work hours to allow for cleaning during hours City buildings are not normally in use. As a result, the shift premium of twenty cents (.20) per hour will be applied to any hours actually worked which fall between 6.5 and 15.5 hours after the end of the normal DPW daily shift. Also, this position will not be eligible for the "stand-by" duty roster.

CITY OF GRANDVILLE EMPLOYEES ASSOCIATION

By: Steph M. [Signature]  
Its President

CITY OF GRANDVILLE

By: [Signature]  
Its [Signature]

LETTER OF UNDERSTANDING

DPW Clerk Position  
Ruth Johnson

The parties mutually agree that Ruth Johnson, DPW Clerk, shall continue within the Association for the duration of this contract or until she is no longer employed by the City. At such time as the DPW Clerk position becomes vacant, the parties mutually agree that it will be removed from the Association and become an administrative (non-union) position. Ruth Johnson shall receive a rate of pay as contained in the following schedule so long as she continues to be employed in her current capacity:

July 1, 1998 - \$12.62  
July 1, 1999 - \$12.84  
July 1, 2000 - \$13.23

CITY OF GRANDVILLE EMPLOYEES ASSOCIATION

By: *Steve A. Ayt*  
Its *President*

CITY OF GRANDVILLE

By: *James R. Deuk*  
Its *Mayor*