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AGREEMENT BETWEEN  
THE CITY OF GRAND HAVEN, A MICHIGAN MUNICIPAL CORPORATION  
519 WASHINGTON STREET, GRAND HAVEN, MICHIGAN

AND

LOCAL 586  
AFFILIATED WITH  
THE SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO  
REPRESENTING  
EMPLOYEES OF THE STREET, PARKS, WATER AND CEMETERY  
DIVISIONS OF THE PUBLIC SERVICES DEPARTMENT

*PROOF READ 11-26-96  
Ready to sign, P. Chawla*

*Grand Haven, City of*

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DIVISIONS OF THE PUBLIC SERVICES DEPARTMENT

(July 1, 1996 through June 30, 1999)

This Agreement made and entered into by and between the City of Grand Haven, Michigan, hereinafter referred to as the "Employer," and Local 586, affiliated with the Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

ARTICLE ONE

PREAMBLE

**Section 1.1** - Whereas, it is the desire of the parties to this Agreement to continue to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve the best interests of all concerned, now therefore, the parties hereto agree as follows.

ARTICLE TWO

RECOGNITION

**Section 2.1** - The Employer recognizes the Union as the exclusive representative of all regular employees of the Street, Parks, Water and Cemetery Divisions of the Public Services Department of the City of Grand Haven, including crew leaders and regular part-time employees, but excluding officer clerical employees, engineers and engineering aides, other professional employees, guards, supervisory personnel and temporary employees.

**Section 2.2** - A regular full-time employee shall be an employee who is hired for an indefinite period to fill a regular position and who regularly works an average of eighty (80) hours in any fourteen (14) day payroll period.

**Section 2.3** - A regular part-time employee shall be an employee who is hired for an indefinite period to fill a regular position and who regularly works forty (40) hours but less than eighty (80) hours in any fourteen (14) day payroll period.

**Section 2.4** - A temporary employee shall be one who is hired to work as sick, vacation, or relief, and/or who regularly works less than forty (40) hours in any fourteen (14) day payroll period.

**Section 2.5** - Employees who are hired for a specific job on a temporary nature having an anticipated duration not exceeding six (6) months (e.g. summer employees), but who work more than forty (40) hours in a fourteen (14) day payroll period, shall be considered as temporary employees.

**Section 2.6** - It is recognized that nothing contained herein shall abridge the right of an individual employee to process his own grievance, consistent with the terms of this Agreement and subject to prior due notice to the Union.

### ARTICLE THREE

#### MEMBERSHIP AND DUES

**Section 3.1** - All employees in the bargaining unit represented by the Union shall, upon completion of their probationary period (as provided in this Agreement) and as a condition of employment, either pay to the Union Dues or and Equivalent Service Fee, or pay an Equivalent Sum to such Charity as an employee selects; provided, however, that no employee in the bargaining unit shall be required, as a condition of employment, to become or remain a member of the Union.

As used herein, the following terms shall have the following meanings:

1. "Dues" (for members of the Union) shall mean the regular monthly charges (dues) uniformly required of members of the Union, exclusive of any initiation fees, special assessments or other charges.
2. "Equivalent Service Fee" (for non-members of the Union) shall mean a "fair share contribution" to defray amounts expended by the Union solely for the purpose of bargaining unit representation in the form of collective bargaining, contract administration, and grievance adjustment (but excluding amounts expended by the Union to finance any ideological, political, social or other

activities). The amount of such Equivalent Service Fees (fair share contributions) shall be that pro-rata amount of Dues as represents the percentage of such Dues expended by the Union for direct representation of bargaining unit members for collective bargaining, contract administration, and grievance adjustment.

3. "Equivalent Sum" (for non-members of the Union) shall be an amount of money equal to an Equivalent Service Fee.
4. "Charity" shall mean a non labor organization exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, as amended, excluding churches.

**Section 3.2** - The Employer shall deduct Union initiation fees, dues, and special assessments from the first paycheck of each month for employees who have authorized such deductions by means of a properly executed payroll deduction authorization card provided by the Union and filed with the Employer. Union initiation fees, dues, and special assessments so deducted shall, within fifteen (15) days after such deduction, be remitted by the Employer to the local Secretary-Treasurer of the Union, together with a duplicate alphabetical list of the employees from whom money has been collected by means of such payroll deduction.

**Section 3.3** - The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and/or other forms of liability arising out of or relating to the Employer's reliance upon or compliance with the provisions of this Article.

## ARTICLE FOUR

### REPRESENTATION

**Section 4.1** - All employees who are covered by this Agreement shall be represented for purposes of the grievance procedure and collective bargaining by a bargaining committee to be chosen by the Union. The bargaining committee shall be composed of four (4) employees, as elected by the Union. A member of the bargaining committee shall also serve his respective Division as employee and Union representative under the grievance procedure. All meetings called under the provisions of this section shall be at a time mutually agreeable between the parties. No wages shall be deducted for any committeeman for any collective bargaining session held during the regular scheduled working hours.

**Section 4.2** - The names of committeemen and alternates shall be given in writing to the Employer. No committeeman or alternate shall function as such until the Employer has been advised of his selection, in writing, by the officers of the Local Union, Chairman of the

Division, and/or International or Council Representatives. Any changes in committeemen or alternates shall be reported to the Employer, in writing, as far in advance as possible.

**Section 4.3** - Executive officers of the International Union and/or Local, and/or their representatives duly authorized to represent the Union, will be permitted to participate in any discussion between the parties relative to hours, wages and working conditions at any time.

**Section 4.4** - Any committeeman or alternate having an individual grievance in connection with his own work may ask for a member of the committee to assist him in adjusting the grievance.

## ARTICLE FIVE

### GRIEVANCE PROCEDURE

**Section 5.1** - A grievance is defined as a claim reasonably and sensibly founded upon a violation of a specific provision of this Agreement.

**Section 5.2** - The Employer will make whole an employee grievant and his area committeeman for scheduled time necessarily lost in presenting a grievance to the supervisor and during first step proceedings with the Supervisor. Provided, however, such proceedings shall not occur during scheduled working hours whenever it can be reasonably avoided; and provided that no employee shall leave his assigned work for the purpose of handling any grievance without the express prior consent of the employee's supervisor. The balance of the grievance handling will be excluded from this policy for reimbursement.

**Section 5.3 - Step 1:** An employee having any specified grievance will, within seven (7) calendar days after the occurrence or non-occurrence of the event allegedly in violation of this Agreement, take the matter up with his immediate supervisor in an attempt to adjust the matter consistent with the terms of this Agreement. The employee may request the presence of the steward or the committeeman for this step.

**Section 5.4 - Step 2:** Grievances which are not so settled shall be reduced to writing on appropriate forms and signed and dated by the aggrieved. The written grievance must state the date of the occurrence or non-occurrence of the event allegedly in violation of this Agreement, specify the sections(s) of this Agreement allegedly violated, and must be presented to the Department Director within ten (10) calendar days after the occurrence or non-occurrence of the event allegedly in violation of this Agreement and upon which the grievance is based. The committeeman may meet with the Department Director not later than seven (7) calendar days following the receipt of the grievance by the Department Director. The Department Director shall write his disposition on the grievance form and a

copy shall be returned to the committeeman within seven (7) calendar days following the meeting (if held) or within seven (7) calendar days following receipt of the grievance by the Department Director (if no meeting is held).

**Section 5.5 - Step 3:** If a grievance is not adjusted by the above step and if the Union desires to appeal it, the bargaining committee shall appeal the matter to the city Manager, or his designee, by serving written notice of such appeal upon the City Manager within seven (7) calendar days after the Department Director's written Step 2 answer. At the discretion of the City Manager or his designee, as the case may be, a meeting may be scheduled with the Local 586 representative, which meeting shall be attended by the grievant and such other parties deemed appropriate by the City Manager or his designee.

**Section 5.6 -**The City Manager, or his designee, shall render his written disposition within seven (7) calendar days after the meeting (if held) discussed in Section 5.5, or within seven (7) calendar days after his receipt of the grievance (if no such meeting is held).

**Section 5.7 - Step 4:** If the grievance is not adjusted by the above step and if the Union desires to appeal it, the Union shall, within seven (7) calendar days following the Step 3 answer by the City Manager or his designee, notify the City Manager in writing of its intent to refer the grievance to the mediation procedure outlined under Michigan law. Any meeting with a Mediator shall be scheduled at a time agreeable to the Union, the Employer and the Mediator.

**Section 5.8 - Step 5:** If the grievance is not adjusted by the above step and if the Union desires to appeal it, the Union shall, all within seven (7) calendar days following the Step 4 meeting with the Mediator, file a written request for advisory arbitration with the Michigan Employment Relations Commission and serve a written copy of such request upon the City Manager.

The written request to the Michigan Employment Relations Commission for arbitration of the grievance shall direct the Commission to submit to both the Employer and to the Union a list containing the names of seven (7) arbitrators approved by the Commission. Upon receipt of said list, the parties may each strike the name(s) of any arbitrator they are unwilling to accept, and shall numerically rank order (number "1" being highest in preference) those names remaining on the list. Thereafter, the parties shall each return their lists, with any names stricken and all other names ranked ordered, to the Michigan Employment Relations Commission. The Commission shall be instructed to appoint the arbitrator with the lowest aggregate score, when combing the rankings of the Employer and the Union, from among the unstricken names. In the event an arbitrator is not able to be selected in this procedure based on the first list, a second list shall be requested.

Any such advisory arbitration proceeding shall be subject to all of the following terms and conditions:

- (a) The recommendation(s) of the arbitrator shall be advisory only and shall not be binding on either the Employer or the Union;
- (b) Not more than one (1) grievance shall be heard by any arbitrator at any one time;
- (c) The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of the Agreement;
- (d) The arbitrator shall not base his recommendations(s) on state or federal law, but must make his recommendations(s) solely on the basis of the provisions of this Agreement;
- (e) The arbitrator shall not recommend any alteration in any policies, rules and/or actions of the Employer which are not specifically in violation of this Agreement;
- (f) The arbitrator shall not rule on any provision of the pension or insurance programs;
- (g) The arbitrator shall not recommend any adjustment or settlement of a grievance retroactively more than the date of the occurrence or non-occurrence of the event allegedly in violation of this Agreement or seven (7) calendar days before the date of initiating the grievance, whichever is later, and any claim for or recommendation of back wages shall be offset by any unemployment compensation paid (except to the extent such unemployment compensation is repaid by the employee in question to the State of Michigan), and by any compensation derived from any substitute employment, during the period for which back wages are sought;
- (h) The arbitrator shall not recommend any punitive damages;
- (i) The arbitrator shall have no power to recommend new salary schedules, or to recommend any monetary adjustment where there has been no wage loss;
- (j) The arbitrator shall have no power to hear any grievance previously barred from the scope of the grievance procedure in a prior proceeding;
- (k) The costs or expenses of the arbitrator shall be shared equally by the Employer and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense;

and

- (l) Any grievance which is not appealed to advisory arbitration with the time limit hereinabove provided shall be considered adjusted and may not thereafter be so appealed.

**Section 5.9** - Grievances which are not filed or appealed in the manner or within the time limits specified in the grievance procedure shall be considered to have been withdrawn or abandoned and shall not be submitted or resubmitted. Each prior step must be completed before a subsequent step is begun. However, if the Employer fails or neglects to answer a grievance within the time limit specified in the various steps of the grievance procedure, the grievance shall automatically be referred to the next higher step in the grievance procedure.

If additional time is deemed necessary to properly investigate matters relative to the grievance at any of the steps outlined above, such additional time may be granted only if mutually agreed upon in writing between the Union and the Employer.

**Section 5.10** - All grievance meetings held pursuant to this grievance procedure shall be held at such times as may be mutually agreed upon by the aggrieved employee, employees or the negotiating committee of the Union and the Employer.

**Section 5.11** - Notwithstanding the provision of this grievance procedure, any individual employee may present a grievance on his own behalf and have the grievance adjusted, without intervention by the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been afforded an opportunity to be present at such adjustment.

## ARTICLE SIX

### SENIORITY

**Section 6.1** - All employees will be considered as probationary employees until they have been continuously employed for one hundred eighty (180) calendar days; provided, that the probationary period for any employee may be extended for a period not exceeding sixty (60) additional calendar days upon mutual agreement by the Employer and the Union; and provided further such shall so notify the other party in writing not less than five (5) days before the expiration of the one hundred eighty (180) calendar days. After the completion of the probationary period the employee will be considered as a regular full-time or regular part-time employee, and his seniority will be the last date of hire. Probationary employees may be laid off or dismissed without recourse to the grievance procedure..

**Section 6.2** - When an employee acquires seniority, his name shall be placed on the seniority list. An up-to-date seniority list, including sick leave and vacation banks, shall be posted on both bulletin boards every six (6) months.

**Section 6.3 - Loss of Seniority**. Any employee shall lose his seniority, and the employment relationship shall cease, upon the happening of any of the following events:

- (a) He quits;
- (b) He is discharged and such discharge is not set aside through the grievance procedure;
- (c) He retires or is retired;
- (d) He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;
- (e) He is on leave of absence for illness, injury or disability (paid or unpaid) for a period in excess of his accumulated seniority or twenty-four (24) months, whichever is less; however, such time period shall not begin until the expiration of an employee's accumulated sick time and/or vacation time;
- (f) His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;
- (g) He fails to report for work on the first work day following the expiration of an approved leave of absence without first notifying the Employer of a justifiable and unavoidable reason for such absence, unless otherwise excused by the Employer;
- (h) He/she is absent from work for three (3) consecutive working days without properly notifying the Employer of a reason acceptable to the Employer for such absence, unless otherwise excused by the Employer; or
- (i) He fails to report for work within the time required following a recall, without justifiable reason acceptable to the Employer, subject to the grievance procedure.

## ARTICLE SEVEN

### LAYOFF AND RECALL

**Section 7.1** - When the size of the work force is to be reduced for any reason through a layoff of employees in any job classification in any Division, as determined by the Employer, the following procedure will be utilized:

- (a) Temporary or seasonal employees in the classification and Division affected shall be laid off first, provided there are regular probationary or seniority (non-probationary) employees who have the training, experience, capability and qualifications to fill the remaining positions in the Division affected.
- (b) Probationary employees in the classification and Division affected shall be laid off next, provided there are regular seniority (non-probationary) employees who have the training, experience, capability and qualifications to fill the remaining positions in the Division affected.
- (c) If regular seniority (non-probationary) employees are to be laid off in the classification and Division affected, such employees shall be laid off on the basis of their divisional seniority (i.e., least senior first) if all remaining employees have the training, experience, capability and qualifications to fill all remaining positions in the Division affected.
- (d) The Employer shall give as much notice as it deems reasonably possible to the affected employees, in the event of a layoff.

**Section 7.2** - Bumping. Following a layoff as provided above, laid off employees may exercise "bumping" privileges, if any, only in accordance with the following terms and conditions:

- (a) Temporary or seasonal or probationary employees shall not be allowed to "bump" any other employee in connection with any layoff.
- (b) It is understood and agreed, with respect to any layoff, that there will be no "bumping" any other employees as between Divisions whatsoever.
- (c) There shall be no "bumping" to any higher paid classifications - i.e., no upward bumping - regardless of seniority.
- (d) Seniority (non-probationary) employees who are laid off from their regular classification may "bump" downward into a lower paid classification in the

same Division or may "bump" laterally into an equal paid classification in the same Division if: (i) they have all the training, experience, capability and qualifications to fill the position; and (ii) they have greater divisional seniority than the employee to be "bumped"; and (iii) they exercise their rights to "bump" by written notice to the Department Director or his designee within twenty-four (24) hours of receiving notice of the layoff (excluding hours falling on a Saturday, Sunday, or holiday recognized in this Agreement).

**Section 7.3** When the size of the work force is to be increased following a layoff of employees pursuant to Section 7.1 above, the following procedure will be utilized.

- (a) Employees having exercised "bumping" privileges pursuant to this Agreement shall first be reinstated to the positions from which they were laid off, to the extent such positions have been re-established and such employees have the training, experience, capability and qualifications to fill said positions.
- (b) Seniority (non-probationary) employees shall next be recalled, in the inverse order of their layoff, if such employee eligible for recall have the training, experience, capability and qualifications to fill available positions.

**Section 7.4** - All recalls shall be made by written notice sent by certified mail to the employee's last known address according to the records of the Employer. The Employer's obligation is satisfied if the last known address given by the employee is used. Such recall notices shall specify the date upon which the employee shall return to work, and such recalled employees shall return to work on the date so specified; provided, however, that if said date is within seven (7) calendar days following the date the recall notice is sent, the employee shall have seven (7) calendar days following the date of mailing and said recall notice within which to return to work.

**Section 7.5** - Job vacancies which result from reinstatement of positions eliminated in connection with a layoff, and which occur during a period when there are employees laid off who are eligible to be recalled, may be filled by the Employer through a recall as herein provided, without regard to the job posting provisions of this Agreement.

## ARTICLE EIGHT

### TRANSFERS AND PROMOTIONS

**Section 8.1** - All job openings within the Street, Water, Parks and Cemetery Divisions shall be posted on the bulletin board for a period of seven (7) calendar days. The Employer shall post any job opening which it intends to fill within thirty (30) calendar days of its decision to fill the job opening; however, the thirty (30) calendar day time period may be

extended upon written notice from the Employer to the Union. The Employer may fill any vacancy on a temporary basis during the time necessary to fill the job with a regular employee. The Employer has the right to hire outside the bargaining unit to fill a position whenever there are, in the Employer's opinion, no employees with the necessary or desire training, experience, capability and qualifications available within the bargaining unit. Provided, the reasonableness of the Employer's opinion is subject to the grievance procedure.

**Section 8.2** - In the event of a job opening, placement or advancement within the bargaining unit shall be based upon demonstrated ability, aptitude for positions of increased responsibility, dependability, experience, seniority, education, mental and physical qualifications and such other factors as the Employer deems important with respect to the job vacancy or new position to be filled.

**Section 8.3** - The Employer need not entertain more than one (1) successful bid from any employee during any four (4) month period.

**Section 8.4** - An employee filling a vacancy by transfer or promotion shall be given a fair trial period to prove his ability. The length of the trial period will depend upon the difficulty of the job and the early performance of the employee. In the event the trial period is to be extended beyond thirty (30) days, the Union will be notified of the extension and the reasons for it. Any disputes will be subject to the grievance procedure. Any employee moving into a higher classification shall move to the closest step in the next highest classification.

**Section 8.5** - If unable to qualify with the period, the employee shall be returned to his former position at his former pay level.

**Section 8.6** - An employee may exercise his prerogative to refuse a promotion or transfer within or between Divisions without loss of seniority.

**Section 8.7** - Regular transfer or reassignment: Any employee transferred or reassigned on a regular basis to a different classification bearing a different rate of pay shall upon such transfer or reassignment receive the applicable rate of pay for the new classification, based on the employee's length of service.

## ARTICLE NINE

### WORK WEEK AND DAY

**Section 9.1** - The regular work week for all employees will be forty (40) hours, except those employees on regular shift schedule. The regular work day will be eight (8) hours.

**Section 9.2** - Employees shall generally be entitled to two (2) fifteen (15) minute rest periods per shift of at least eight (8) hours. An unpaid 30 minute lunch break will be scheduled by the Department Director at approximately mid-point of the shift. Employees beginning their morning work shift a minimum of three (3) hours before their normally scheduled shift will be entitled to one (1) additional thirty (30) minute paid rest period. Rest periods shall be scheduled by the appropriate Division Manager or supervisor consistent with the needs of the Division. Rest periods are subject to delay or cancellation when, in the Employer's discretion, job demands or other conditions require such a delay or cancellation. Rest periods not taken will not result in extra.

Full-time employees who work the first shift in the Street Division shall have their one (1) hour unpaid lunch period reduced to one-half (½) hour effective July 1, 1988, in order to allow them to complete their scheduled work day one-half (½) hour earlier.

**Section 9.3** - Generally, second shift personnel may receive their paychecks after 5:00 p.m. on Thursdays if paychecks are available. Generally, first shift personnel may receive their paychecks by 12:00 noon on Fridays if paychecks are available.

## ARTICLE TEN

### OVERTIME

**Section 10.1** - In addition to the regular holiday pay, work on the following ten (10) holidays - e.e. New Year's Day, the one-half (½) day consisting of the last four (4) scheduled hours of Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and the one-half (½) day consisting of the last four (4) scheduled hours of the day before New Year's Day - as performed by hourly-rated employees, shall be paid at the rate of time and one-half the regular hourly rate.

Employees who are called out to work unscheduled hours on an emergency basis during one of the above-referenced holidays shall be paid twice their regular rate of pay for all such hours worked or a minimum of three (3) hours straight time, whichever is greater.

**Section 10.2** - For all hourly rated employees, time and one-half the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per work week. Time and one-half will be paid for time worked on Saturdays if and to the extent the Saturday work resulted in more than eight (8) hours worked per day or more than forty (40) hours paid per week. Employees whose regular working schedules call for Saturday work, either on a regular or rotating basis, shall not receive any premium pay for such weekend work unless it exceeds eight (8) hours worked per day or forty (40) hours paid per work week.

**Section 10.3** - For all hourly rated employees, twice the employee's regular rate of pay will be paid for all time worked on Sundays if and to the extent the Sunday work resulted in more than eight (8) hours worked per day or more than forty (40) hours paid per week. Employees whose regular working schedules call for Sunday work, either on a regular or rotating basis, shall not receive any premium pay for such weekend work unless it exceeds eight (8) hours worked per day or forty (40) hours paid per work week.

**Section 10.4** - Employees relieving on shift work will adopt the schedule of the absent worker and will not otherwise be laid off in order to avoid overtime premium.

**Section 10.5** - There shall be no pyramiding of overtime pay, premium pay and/or holiday pay.

**Section 10.6** - Probationary employees shall receive pay at the rate of time and one-half their regular hourly rate for all time worked over forty (40) hours in any work week, or over eight (8) hours per day.

**Section 10.7 - Pay or Compensatory Time Off.** Employees eligible to be paid at time and one-half (1 ½) rates pursuant to this Agreement may elect to receive either time and one-half (1 ½) pay or time and one-half (1 ½) compensatory time off. All such elections shall, however, be subject to the following provisions:

- A. **Definitions and Eligibility** - Upon working overtime hours and upon approval of the appropriate Department Head, an eligible employee may elect compensatory time off in lieu of cash and then take the corresponding time off during the employees regularly scheduled working hours.
- B. **Accumulation** - At no time may an eligible employee accumulate more than forty (40) hours of compensatory time.
- C. **Payment** - Once an employee designates compensatory time in lieu of cash, the employee may not reverse the decision.
- D. **Benefit Computation** - Compensatory time off taken by an eligible employee during the employees regularly scheduled working hours shall be considered as time worked in computing benefits for that employee. (In no event may an employee be credited with more than forty hours worked in a work week).
- E. **Termination of Employment or Assignment to exempt status.** - An employee who is terminated from employment with the City or assigned to a job which is exempt from overtime requirements shall be paid for any accumulated and unused compensatory time. For an employee who is terminated, the rate of pay used shall be the final regular rate received by the employee during the

employees last three years of employment with the City. For an employee who is assigned to an exempt job, the rate of pay used shall be the final regular rate received by the employee in the employee's last non-exempt job before assignment to the exempt job.

## ARTICLE ELEVEN

### CALL-OUT

**Section 11.1** - Emergency call-out time will be paid at a minimum of three (3) hours straight time. The Employer intends to establish a rotation for emergency call-out purposes.

## ARTICLE TWELVE

### VACATION

**Section 12.1** - Regular full-time and regular part-time employees shall receive vacations with pay, at straight time rates, based on their years of continuous employment with the Employer since their last hire date, and based on their number of paid hours of employment, computed each pay period in accordance with the following schedule:

<u>SERVICE</u>	<u>VACATION</u>
Less than 1 year	.01923 hours of paid vacation per paid hour of employment (5 days for full-time employees)
1 year but less than 8	.03846 hours of paid vacation per paid hour of employment (10 days for full-time employees)
8 years but less than 17	.05769 hours of paid vacation per paid hour of employment (15 days for full-time employees)
17 years but less than 25	.07692 hours of paid vacation per paid hour of employment (20 days for full-time employees)
25 years and over	.09615 hours of paid vacation per paid hour of employment (25 days for full-time employees)

As used in this section, the term "paid hours of employment" shall include all regularly scheduled straight time hours worked, all paid vacation hours, paid sick leave hours (but excluding any paid sick leave hours which exceed nine hundred sixty (960) consecutive such hours without an employee's return to active work), and paid holiday hours; but the term shall not include any overtime hours, premium pay hours, hours of unpaid leaves of absence, or hours fully or partially compensated pursuant to the Michigan Worker's Disability Compensation Act of 1969, as amended (or some successor statute).

**Section 12.2** - An employee shall not be allowed to accumulate any paid vacation time in excess of forty (40) hours over the maximum amount of vacation time that the employee could earn in a current year (which year begins with that employee's anniversary date of his employment with Employer). Employees wishing to carry forward vacation time in excess of the maximum must receive the prior written approval for the City manager. For purposes of this paragraph, the maximum amount of vacation time which an employee could earn assumes that the employee would have two thousand eight (2,080) paid hours of employment during the measuring year.

**Section 12.3** - Subject to all other provisions regarding vacations, each regular full-time and regular part-time employee shall, after completion of the probationary period, receive one (1) bonus vacation day for each one hundred twenty (120) consecutive calendar day time period of perfect attendance, as defined below. Provided, however, the entire one hundred twenty (120) consecutive calendar day time period must take place while this Section 12.3 is in effect.

Regular full-time employees may at a maximum accumulate up to 40 bonus vacation hours at any one time. All employees with bonus vacation hours above 40 hours will be required to reduce the maximum limit within the duration of this contract. Employees who are currently over the 40 hours limit shall continue to accumulate provided they are complying with the provision of reducing to 40 hours by the end of the contract.

Employees have 60 days to expend their excess over 40 hours (i.e. 35 hours to 43 hours).

The Employer will pay each eligible employee vacation pay for each bonus vacation day earned by the eligible employee under the terms and provisions of this Section 12.3. The vacation pay for a bonus day shall be equal to the number of hours the employee is normally scheduled to work but not more than eight (8) hours.

For purposes of this section, "perfect attendance" shall mean that an employee, during the applicable time period, never reported late for work, never left work early, missed no work because of sickness, used no sick leave (except as allowed by Section 13.10 for an injury compensable by Worker's Compensation suffered by the employee), took no unpaid leave of absence (except military leave under Section 15.1), took no bereavement leave of absence (except as allowed by Sections 16.1 or 16.2), was not subject to any disciplinary

action, and worked all hours for which he was scheduled to work by the Employer (except hours of work missed because of an injury compensable by Worker's Compensation suffered by the employee).

This Section 12.3 shall continue in effect for the following twelve (12) - month period if the average number of sick days taken by each employee covered by this Agreement during the immediately preceding twelve (12) - month period ending on a June thirtieth (30th) is not increased from the average number of sick days taken by each employee covered by this Agreement during the twelve (12) - month period ending June 30, 1981. If such is not the case, this Section 12.3 shall become void and of no effect. Thereafter, this Section 12.3 shall again become effective in the twelve (12) - month period beginning on the July first (1st) immediately following the twelve (12) - month period ending on a June thirtieth (30th) during which the average number of sick days taken by each employee covered by this Agreement is again reduced to or below the average for the twelve (12) - month period ending June 30, 1981.

For purposes of computing the average number of sick days taken per year by each employee covered by this Agreement, working days taken as sick days by an employee immediately following, without interruption and without a return to work, five (5) consecutive working days taken as sick days by that same employee, shall not be counted. Provided, that the first five (5) consecutive sick days taken by that employee (which shall count in computing the average number of sick days taken per year by each employee covered by this Agreement) and the immediately following sick days taken by that same employee, without interruption and without a return to work, must be taken as the result of the same injury or same illness suffered by that employee. Notwithstanding the above, no working days taken as sick days by an employee because of an injury compensable by Worker's Compensation suffered by that employee shall be counted in computing the average number of sick days taken per year by each employee covered by this Agreement.

**Section 12.4** - Vacation allowances as herein provided will be computed from the employee's last date of hire; provided, however, that in the case of employees hired prior to July 1, 1973, this paragraph shall not be construed to deny or reduce the vacation allowance to which such employees might otherwise be entitled.

**Section 12.5** - Vacation leave with pay will not be granted before vacation time has been earned.

**Section 12.6** - Vacations will be scheduled at times mutually agreeable to the employees and the Employer, consistent with proper and effective conduct of Division functions. Seniority shall be honored in deciding between employee requests for equally available vacation periods. Vacation schedules will be posted for the summer months, with employee preferences to be noted prior to May 1st. Seniority shall not govern for changes requested after the initial posting period.

**Section 12.7** - Vacation leave shall not be granted for a particular afternoon unless the entire afternoon is taken off; likewise, vacation leave shall not be granted for a particular morning unless the entire morning is taken off.

**Section 12.8** - Except as allowed in Section 12.2, vacations will not be accumulated from year to year. If an employees resigns, he r she will be paid for accumulated vacation at the employees regular rate of pay.

## ARTICLE THIRTEEN

### SICK LEAVE

**Section 13.1** - The privilege of sick pay is granted to all regular full-time and regular part-time employees with a minimum of six (6) months continuous employment with the Employer. An employee shall accumulate sick pay at the rate of .04615 hours of sick pay per hour worked, per month of employment, computed as of the first day of each month for the previous month. An employee's accumulated sick pay for his first six (6) months of continuous employment with the Employer shall be computed after the completion of those continuous six (6) months of employment with the Employer.

As used in this section, the term "paid hours of employment" shall include all regularly scheduled straight time hours worked, all paid vacation hours, paid sick leave hours (but excluding any paid sick leave hours which exceed nine hundred sixty (960) consecutive such hours without an employee's return to active work), and paid holiday hours; but the term shall not include any overtime hours, premium pay hours, hours of unpaid leaves of absence, or hours fully or partially compensated pursuant to the Michigan Worker's Disability Compensation Act of 1969, as amended (or some successor statute).

**Section 13.2** - Unused sick leave allowance will be accumulative to the employee's record, with the possibility of an employee accumulating up to , but not exceeding nine hundred sixty (960) hours.

**Section 13.3** - Sick leave allowance will be made, if and to the extent earned and accumulated, for an employee's scheduled work day(s) when the employee is unable to work because of sickness and when the employee calls the Employer to report such absence because of sickness before the start of the employee's scheduled work shift. No employee who fails to call in an absence because of sickness before the start of the employee's scheduled work shift shall receive sick pay. Sick pay shall be for the employee's hours scheduled for that particular day(s) at the straight-time rate. In order to receive sick pay, an employee must submit a signed request for sick pay, which request must specify the reasons for the sick leave absence and must be approved by the City Manager or his designee. Any employee making a false claim for paid sick leave shall be subject to disciplinary action, up to and including discharge.

**Section 13.4** - If a sick leave absence exceeds two (2) consecutive scheduled working days, or is on the employee's last scheduled working day before and/or first scheduled working day after the employee's vacation or any "holiday" specified in this Agreement, or exceeds three (3) scheduled working days per calendar year, the Employer may in its discretion require the employee to present the certificate of a medical doctor certifying the nature and duration of the illness or injury which necessitated the absence and certifying the employee's ability to return to work; or, in lieu thereof, if the employee indicates in writing that he was not under the care of a doctor, the Employer may require a written, signed statement from the employee setting forth the reasons for the sick leave absence. If written statement is unsatisfactory, Employer may require the employee to obtain a certificate of a medical doctor certifying the nature of the illness or injury. Such requirement shall not be arbitrary or capricious.

**Section 13.5** - In the event of the absence of an employee for illness, injury or disability in excess of five (5) consecutive working days, the Employer may require the employee to submit to an independent medical examination by a physician appointed and paid by the Employer.

**Section 13.6** - A record of sick of leave allowance will be made on daily time sheets and separate sick leave records will be kept in the office of the City Hall, with employee's signature required for pay receive during time off. A duplicate copy of said sick leave record shall be kept by the Division Manager for two (2) calendar years and made available to said employee.

**Section 13.7** - Upon death or retirement of an employee, payment of one-half (½) of the accumulated sick leave or four hundred eighty (480) hours, whichever is less, will be granted.

**Section 13.8** - After an employee has accumulated the maximum number of days of sick leave as herein provided, the Employer will pay such employee during the calendar year one-half (½) of the non-cumulative sick leave earned but not used during that year. Such payment will be made part of the regular paycheck for the first pay period in December.

**Section 13.9** - An employee may use his accumulated paid sick leave, up to but not exceeding six (6) days per calendar year, when required in connection with serious illnesses in his immediate family (i.e. spouse and children); provided, however, that when any such use of paid sick leave is made, the employee shall provide the Employer with a doctor's statement certifying the serious nature of the illness and with a statement certifying that the employee's attention to the illness was required.

**Section 13.10** - Sick leave may be used up to two (2) hours, for doctor appointments and dentist appointments up to four (4) times per year with the approval of the employee's Division Manager and with submission of a doctor's slip. Such use of sick leave will not

count against the bonus day or be included in the bonus day eligibility calculation. It is understood that this permission may be granted only when an employee prearranges to have the appointments taken toward the end of the workday so as not to interfere with work assignments for the day; even in such event, however, the discretion of the Division Manager is final.

**Section 13.11** - The Employer will provide Short Term Disability Coverage which provides 60% of an employee's wages up to a maximum of \$500.00 per week. Said compensation will be paid to the employee from the 14th day following an accident or the medical determination of an illness and continuing for a period of time not to exceed 90 days. This coverage, if available, shall be optional and the premium will be paid by the employee.

The Union shall be given an opportunity to find a carrier if the City is unable, however, the carrier has to be approved by the City.

If the coverage is not available, the employer will remove this article (13.11) from the S.E.I.U. Local 586 Agreement.

**Section 13.12** - All employees will be provided long term disability coverage which provides 60% of an employee's wages, up to a maximum cap of \$3,000 per month, whichever is the lesser amount minus policy reductions. Employees are eligible to participate in the Long Term Disability insurance program after completion of probation from 90 days to age 65.

## ARTICLE FOURTEEN

### INJURY LEAVE

**Section 14.1** - An employee receiving an injury compensable by Worker's Compensation and having accrued sick leave or vacation allowance may elect to use such accrued sick leave or vacation allowance as injury leave in conjunction with Worker's Compensation during the first seven (7) days of the compensable disability; provided, however, that neither accrued sick leave nor vacation allowance shall be used as injury leave in such cases for more than seven (7) calendar days immediately following the date of injury. Any other employee receiving an injury compensable by Worker's Compensation may be granted a leave of absence without pay, other than Worker's Compensation, as hereinbelow provided.

**Section 14.2** - If an eligible employee elects paid injury leave as hereinabove provided, such employee's sick leave and/or vacation allowance shall be charged at the full rate during the period of such election, not to exceed one (1) week.

**Section 14.3** - If paid injury leave is not elected, or an employee has no accrued sick leave or vacation allowance, or his injury leave as provided above is used up before such employee is able to return to work, such employee may be granted a leave of absence without pay, as hereinbelow provided, for a reasonable period upon recommendation of a physician approved by the City Manager. While on injury leave or leave of absence for duty-incurred disability, an employee shall continue to earn sick leave at the regular rate for a period not to exceed ninety (90) days.

**Section 14.4** - In order to become eligible for injury leave an employee shall immediately report any injury, however minor, to his foreman or supervisor and shall take, or waive in writing, such first aid or other medical treatment as may be recommended.

**Section 14.5** - Sick leave regulations shall apply to all compensable occupation-connected disabilities occurring after December 1, 1953.

## ARTICLE FIFTEEN

### MILITARY LEAVE

**Section 15.1** - Any regular employee who, while employed by the City of Grand Haven, enters or has entered into active service in the United States Armed Forces, and who receives an honorable discharge and is still qualified to perform the duties of his former position and makes application for reinstatement within ninety (90) days after his discharge, shall be reinstated to his former position if it still exists, consistent with his seniority.

## ARTICLE SIXTEEN

### BEREAVEMENT LEAVE

**Section 16.1** - In the event there is a death in the immediate family of an employee, and the employee attends the funeral service, such employee shall be granted a leave of absence of up to three (3) consecutive days without loss of pay, provided that said employee is scheduled to work those days. Such leaves of absence shall be granted upon request by the employee to the office of the City Manager. Distance to the funeral service, family conditions, and their relationship of the deceased to the employee shall be controlling. For purposes of this paragraph, the "immediate family" shall be interpreted to mean a spouse, a parent, or in "loco parentis," employee's grandparent, a spouse's parent, a child a grandchild, or a brother or sister of the employee or his spouse.

**Section 16.2** - In the event there is a death of the grandparent-in-law and the employee attends the funeral service, such employee shall be granted a leave of absence of up to two (2) consecutive days without loss of pay, provided that said employee is scheduled to

work those days. For an aunt or uncle or nephew or niece, to the first degree of relationship, then and in such case leaves of absence of not more than one (1) day without loss of pay shall be granted subject to the same conditions as above.

**Section 16.3** - Nothing in this article shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.

## ARTICLE SEVENTEEN

### UNPAID LEAVE OF ABSENCE

**Section 17.1** - Upon written application by an employee to the Division manager, and upon written approval of the City Manager, unpaid leaves of absence may be granted in the cases of illness or other justifiable reasons. Such leaves of absence shall not exceed eighteen (18) months. Unless otherwise provided elsewhere in this Agreement, seniority shall not accumulate after the first thirty (30) calendar days of such unpaid leaves.

**Section 17.1.1** - Employee shall be eligible for unpaid family and medical leave in accordance with the Family and Medical Leave Act of 1993.

**Section 17.2** - Employees who are absent without prior written approval as hereinabove provided shall be subject to disciplinary action including dismissal; provided, however, where such prior written approval cannot be obtained because of an excusable, unforeseeable and bona fide emergency of a serious nature, such absence shall be excused by the Employer, not to exceed three (3) days per Agreement year, upon notice to the Employer of such emergency within seventy-two (72) hours of the occurrence thereof.

**Section 17.3** - Employees selected or appointed to full-time positions with the Union or to full-time offices shall be granted a leave of absence for a period not to exceed twenty-four (24) months. Seniority shall not accumulate during said leaves.

**Section 17.4** - Upon request, and with due notice to the Employer, employees will be relieved of duties to perform official Union business, provided qualified replacements are available to work at regular rates.

## ARTICLE EIGHTEEN

### BULLETIN BOARDS

**Section 18.1** - The Employer will provide bulletin boards for the Divisions, which will be placed in the following locations: 1.) Public Service Building on Jackson Street; 2.) Sherman Street Garage; and 3.) Cemetery Office. These bulletin boards shall be used for posting notices of bona fide employee and Union business.

## ARTICLE NINETEEN

### HOLIDAYS

**Section 19.1** - All regular full-time employees and regular part-time employees having acquired seniority shall be eligible to receive holiday pay under the following regulations:

**Section 19.2** - An employee must work his full schedule of hours on the last scheduled working day before and the first scheduled working day after any holiday in the case of a full-day holiday, and in addition thereto must work his full schedule of hours on the half-day holiday in the case of any half-day holiday, or have an approved leave of absence. Paid holidays that fall on Saturday shall be recognized on the Friday preceding the holiday period. Paid holidays that fall on Sunday shall be recognized on the Monday succeeding the holiday period.

**Section 19.3** - The following days will be considered holidays:

1. New Year's Day
2. The one-half (½) day consisting of the last four (4) scheduled hours of Good Friday
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Day before Christmas
10. Christmas Day
11. The one-half (½) day consisting of the last four (4) scheduled hours of the day before New Year's Day.

**Section 19.4** - An employee scheduled to work on a holiday who fails to report for the performance of such work, without reason acceptable to the Employer, shall not receive holiday pay.

**Section 19.5** - Employees eligible for holiday pay pursuant to the provisions of this Agreement shall receive eight (8) hours pay per day for each of the eight (8) full-day holidays specified in Section 19.3 and shall receive four (4) hours pay for the one-half (½) day holiday specified in Section 19.3. All holiday pay shall be computed at the employee's straight time rate, exclusive of night shift and overtime premiums.

Holiday pay will be pro-rated for Regular Part-time Employees.

**Section 19.6** - Regular employees having acquired seniority shall also be eligible for one (1) paid personal leave day per calendar year. An eligible employee shall take a personal leave day only upon approval of the Department Director or his designee.

## ARTICLE TWENTY

### GROUP INSURANCE

**Section 20.1** - Each regular full-time employee covered by this Agreement shall be entitled to apply for participation in the group hospital-medical insurance program provided by the Employer. The program shall include master medical and semi-private coverage, three hundred sixty-five (365) day hospitalization coverage, and two (\$2.00) dollar deductible co-pay prescription drug rider. An eligible employee may also elect to include his family under the hospital-medical portion of the plan, including master medical and semi-private coverage, and may obtain the necessary application from the office of the Employer. Effective July 1, 1992, the group hospital-medical premium co-payment by all employees shall be ten (\$10.00) dollars per month.

The employee's share of any premiums shall be paid by payroll deduction; provided, however, if any employee's check is insufficient to cover the employee's portion of the cost, the employee shall timely deposit such additional amount as is necessary to cover the cost with the Employer's Finance Director or his/her designee (failure of the employee to do so shall terminate the Employer's obligation to pay its share of the cost for such employee and/or such employee's family).

The Employer's liability hereunder shall be limited to prompt payment of its portion of the premiums. The Employer may select and/or change insurance carriers, provided the benefits are basically equivalent or comparable to existing coverage.

Each regular full-time employee covered by this Agreement shall be entitled to apply for participation in a health maintenance organization if such is available from the Employer. The cost of employee and family coverage shall be the same as it would be if the employee were participating in the group hospital-medical insurance program.

When an employee is eligible to elect family coverage (i.e. the employee meets the eligibility criteria of the group hospital-medical insurance program or the HMO, and the employee has a family which likewise meets that eligibility criteria) but does not do so, the Employer shall contribute to a deferred compensation program, on the employee's behalf, up to four hundred and sixteen (\$416.00) dollars per calendar year. The actual amount of contribution shall be based on the employee's status as of the January 1st preceding the year in which the contribution is made. The contribution shall be made in January of each year, for the immediately preceding calendar year, on behalf of eligible employees still employed by the Employer. The per calendar year amount shall be pro-rated, based on

the portion of the year during which the employee was eligible to elect family coverage but did not do so. (For example, if the employee was eligible to elect family coverage but did not do so or six (6) months of the year, two hundred and eight (\$208.00) dollars would be contributed the following January).

The eligibility requirements of the deferred compensation program will be determined by a separate document established by the Employer, which document may be reviewed and revised from time to time by the Employer in its sole discretion. Each employee who desires to participate in the tax deferred compensation program shall be required to sign a revocable waiver of family coverage.

All employees must participate in the City's Generic Drug program. The program to be equivalent to the PCS/MAC B plan.

All employees must participate in the pre-certification insurance program. Failure on the part of the employee to pre-certify a hospital admission will result in the assessment of a \$75.00 deductible unless the employee was physically unable to pre-certify.

**Section 20.1.1** - Regular full-time employees who: (i) participated in the group hospital-medical insurance program provided through the Employer immediately prior to their retirement, and (ii) retire after at least ten (10) years of accredited service with the Employer and after reaching at least age fifty five (55) but not yet age sixty-five (65), shall be eligible to remain in said group hospital-medical insurance program, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

- (i) Such participation shall cease upon the happening of any (whichever occurs first) of the following events: (a) the retired employee attains the age of sixty-five (65); (b) the retired employee becomes eligible to be covered under a group hospital-medical insurance program provided by another employer, whether such eligibility results from employment by the retiree or his/her spouse; or (c) the retired employee's death.
- (ii) Upon becoming eligible for Medicare coverage/benefits, the coverage to be provided by the Employer will be limited to Medicare supplement of filler coverage.
- (iii) The cost of such group hospital-medical insurance for such retired employees (including eligible dependents, if elected) shall be paid eighty (80%) percent by the Employer and twenty (20%) percent by the retired employee. The retired employee's portion of the cost of such insurance shall

be deducted from his pension payments under the Employer's retirement plan. If the retired employee's pension payments are not large enough to cover his/her portion of the cost of such insurance, he/she shall, in a timely manner, deposit with the Employer's Finance Director (or his designee) such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

If the retired employee continues to participate in the Employer's group hospital-medical insurance program and thereafter dies while continuing such participation, the retired employee's surviving spouse shall be entitled to have a percentage of the cost of continuing coverage in the Employer's group hospital-medical insurance program paid by the retirement system according to the terms of Section 20.1.2.

**Section 20.1.2** - If an eligible retired employee from benefit group public works retires under one hundred (100%) percent survivor pension or the fifty (50%) percent survivor pension of the retirement system, continues to participate in the Employer's group hospital-medical insurance program after his retirement, designates his spouse as his beneficiary, and dies during the period of pension payment and insurance continuation, seventy-five (75%) percent of the cost of the surviving spouse's coverage in the Employer's group hospital-medical insurance program shall be paid by the Employer during the remainder of the spouse's life if the spouse cannot obtain coverage on account of her employment, or until the spouse qualifies for Medicare coverage. If the spouse's payments are not large enough to cover the spouse's portion of the cost of such insurance, the spouse shall, in a timely manner, deposit with the Employer's Finance Director (or his designee) such monies as are necessary to cover the spouse's portion of the cost of such insurance. The spouse's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the spouse's further participation in the program.

**Section 20.2** - Each regular full-time employee covered by this Agreement shall be entitled to apply for the group life insurance in the amount of twenty thousand (\$20,000.00) dollars provided by the Employer. The entire cost of employee coverage will be paid by the Employer and its liability shall be limited to the prompt payment of the premiums. The Employer may select and/or change insurance carriers, provided the benefits are basically equivalent or comparable to existing coverage.

**Section 20.3** - Regular full-time employees covered by this Agreement shall be eligible to participate in a group dental insurance program provided by the

Employer. The program shall include denture and orthodontic coverage. Such employees may also elect to include their eligible family dependents under the plan, and may obtain the necessary applications from the office of the Employer. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid ninety (90%) percent by the Employer and ten (10%) percent by the employee. The employee's share of the premiums for the dental insurance coverage shall be paid by payroll deduction; provided, however, if an employee's check is insufficient to cover the employee's portion of the cost, the employee shall timely deposit such additional amount as is necessary to cover the cost with the Employer's Finance Director or his designee (failure of the employee to do so shall terminate the Employer's obligation to pay its share of the cost for such employee). The Employer's liability hereunder shall be limited to the prompt payment of its portion of the premiums. The Employer may select and/or change insurance carriers, provided the benefits are basically equivalent or comparable to existing coverage.

The group dental insurance coverage shall be for eligible employees to provide reimbursement for seventy five (75) percent of covered expenses.

Maximum benefit for the dental plan will be:

Effective July 1, 1996	Maximum benefit:	\$ 900.00
Effective July 1, 1997	Maximum benefit:	\$ 950.00
Effective July 1, 1998	Maximum benefit	\$1,000.00

**Section 20.4** - The Employer's obligation to pay its portion of the premiums for any group insurance coverage shall be continued for eligible employees during fully paid leaves of absence; but it shall not be continued for such employees during any partially paid or unpaid leave of absence or layoff; and it shall cease effective upon such employee's termination of employment. Further, when an insurance carrier requires all eligible employees to participate in the coverage, the Employer may require all eligible employees to so participate as a condition of continued employment.

## ARTICLE TWENTY-ONE

### JURY PAY

**Section 21.1** - Employees involuntarily called for jury duty and not otherwise relieved will be made whole for scheduled time lost due to their service on a jury. An employee released from further jury duty for a particular day more than one (1) hour prior to the end of his scheduled work shift for that day shall report to work within one (1) hour after being released from further jury duty for that day.

## ARTICLE TWENTY-TWO

### COMPENSATION INSURANCE

**Section 22.1** - The Employer shall maintain Worker's Compensation Insurance coverage as required by law.

## ARTICLE TWENTY-THREE

### PENSION

**Section 23.1** - The City of Grand Haven has adopted the Michigan Employees Retirement System (MERS) effective March 1, 1993. The following MERS benefit programs have been adopted for Regular Full-time employees:

- A. Benefit description:
  - Benefit B-1
  - Benefit F55 (with 30 Years of Service)
  - 10 Year Vesting
  - Benefit FAC-3 (3 year Final Average Compensation)
  - Benefit E-1 (Annual Increases for Past Retirees)
  - Benefit E-2 (Annual Increases for Future Retirees)
- B. An Employee contribution to the retirement system of four (4%) percent shall be deducted from his compensation paid to him by the City.
- C. Effective July 1, 1996 vesting benefit will change to six (6) year vesting.
- D. Effective July 1, 1997 Benefit B-1 will change to Benefit C-2.

## ARTICLE TWENTY-FOUR

### UNIFORMS AND TOOLS

**Section 24.1** - The Employer shall provide regular full-time employees, who have completed their probationary period, with an annual uniform and shoe allowance of three hundred fifty (\$350.00) dollars, payable one-half (½) on the first payday in April and one-half (½) on the first payday in October.

Uniforms shall be worn by employees during all working hours and shall be regularly laundered and neatly maintained by the employees. Uniforms purchased by employees must be acceptable to the Employer. Such uniforms, or any portion of them, shall not,

however, be worn by employees at any time or place other than while engaged in the service of the Employer or while traveling directly between such employment and the employee's residence.

**Section 24.2** - The Employer shall provide safety equipment in accordance with the specifications attached hereto and made a part hereof as Exhibit "B".

All required safety equipment shall be properly worn by employees at all required times during employment; and any employee failing or refusing to properly wear safety equipment when so required shall be subject to discipline up to and including discharge.

**Section 24.3** - A tool allowance of up to two hundred (\$200.00) dollars shall be payable annually to eligible mechanics and senior mechanics. To be eligible for the tool allowance, a mechanic or senior mechanic must be a regular full-time mechanic or senior mechanic in the bargaining unit and on the Employer's active payroll as of the date the tool allowance is claimed; further, to be eligible for the tool allowance, a mechanic or senior mechanic must submit to the Department Director certain documentation. This documentation must establish to the satisfaction of the Department Director that the mechanic or senior mechanic personally incurred during the Employer's immediately preceding fiscal year (i.e. July 1 through June 30) expenses of up to two hundred (\$200.00) dollars by purchasing tools used primarily by the mechanic or senior mechanic in the course of the mechanic's or senior mechanic's employment with the Employer. If some lesser amount was so spent by the mechanic or senior mechanic, the tool allowance for that fiscal year for that mechanic or senior mechanic shall equal such lesser amount.

## ARTICLE TWENTY-FIVE

### EYEGLOSS COMPENSATION

**Section 25.1** - A regular full-time or regular part-time employee whose prescription eyeglasses or hearing aid is broken during and in the course of employment and without fault on the part of such employee, shall, upon satisfactory proof thereof, receive compensation from the Employer or its insurer in an amount not to exceed the actual cost of repair or replacement of such eyeglasses or hearing aid, or one hundred twenty-five (\$125.00) dollars, whichever is the lesser; provided, however, that such compensation shall be payable only if such employee is not eligible to receive compensation for such breakage from any other source; and provided further, that such compensation shall not be payable to an employee more than once in any calendar year.

## ARTICLE TWENTY-SIX

### RECOGNITION OF EMPLOYER RIGHTS

**Section 26.1** - The Employer retains exclusively all of its customary and normal functions of management of the affairs of the Employer not otherwise restricted by the language of this Agreement including, but not limited to, the right to hire, recall, transfer and promote employees, to reprimand, demote, suspend, discipline and discharge employees for just cause, to lay off employees for lack of work or other legitimate reason, to establish and enforce reasonable rules and to maintain discipline and efficiency of employees. The Union reserves the right to grieve, in accordance with the procedure provided herein, when action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specific limitation, set forth in this Agreement, of such rights of the Employer.

**Section 26.2** - The Employer shall have the right to promulgate at any time and to enforce any rules and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the Street, Parks, Water and Cemetery Divisions, so long as such rules and regulations are not inconsistent herewith; and any employee who violates or fails to comply therewith shall be subject to discipline, up to and including discharge, just the same as if the rules and regulations were set forth in this Agreement. The Employer shall furnish the Union with a copy of the work rules and the Union shall have the right to grieve when the Employer's application and enforcement of any such work rule or rules in a given situation is contrary to a specific limitation, set forth in this Agreement, of the Employer's rights.

**Section 26.3** - The Employer retains the right to subcontract work, whether or not normally performed by members of the union, to non-bargaining unit persons or entities. However, the Employer shall not subcontract work normally performed by members of the Union while there are members then qualified to perform the available work on layoff from the Employer.

**Section 26.4** - The City will not change or create any job description without notifying the Union.

## ARTICLE TWENTY-SEVEN

### EFFECT OF LEGISLATION

**Section 27.1** - If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and either party hereto upon notice to the other may reopen for negotiations the invalidated portion, and if an Agreement hereon cannot be reached within ninety (90) days, either party may submit the matter to mediation.

## ARTICLE TWENTY-EIGHT

### ENTIRE AGREEMENT

**Section 28.1** - This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## ARTICLE TWENTY-NINE

### SNOWPLOWING EMERGENCY CALL-OUT LIST

**Section 29.1** - A snowplowing emergency call-out list will be prepared by the Employer listing the various snowplowing functions (including salt truck drivers, street snowplow drivers, sidewalk snowplow drivers and mechanics) and the employees assigned to each such snowplowing function. Within any such snowplowing function, employees shall be listed in the order of their seniority. Said list shall be posted upon the bulletin board at the Public Service Building on Jackson Street. When the Employer determines to call-out any particular snowplowing function, it shall call the employees appearing on said list, in the order in which their names appear, at the telephone numbers for such employees according to the Employer's records. In the event the Employer fails to call employees in accordance with said list, it shall reimburse any employee for the actual wages lost by him because of such failure; provided, however, that the Employer shall retain sole discretion (1) with respect to whether or not any particular snowplowing function is to be called out within such snowplowing functions; and provided further, that in the event of an employee's absence or failure to promptly report to work after such call-out, the Employer shall have no liability hereunder for any wages lost by such employees.

## ARTICLE THIRTY

### WAGES

**Section 30.1** - Employees shall be paid in accordance with the wage schedule(s) attached hereto and made a part hereof as Exhibit "A".

**Section 30.2** - Effective July 1, 1997, the Employer shall provide license payments for regular, full-time employees in accordance with the following requirements:

- (a) An eligible employee who has completed two (2) years of continuous employment at the Water Division since his last hire date, and who holds a valid F-4 or S-4 license from the State of Michigan, shall receive lump sum license pay in the amount of two hundred twenty-five (\$225.00) dollars per year.

- b)** An eligible employee who has completed two (2) years of continuous employment at the Water Division since his last hire date, and who holds a valid F-3 or S-3 license from the State of Michigan, shall receive lump sum license pay in the amount of two hundred fifty (\$250.00) dollars per year.
- (c)** An eligible employee who has completed two (2) years of continuous employment at the Water Division since his last hire date, and who holds a valid F-2 or S-2 license from the State of Michigan, shall receive lump sum license pay in the amount of two hundred seventy-five (\$275.00) dollars per year.
- (d)** An eligible employee who has completed two (2) years of continuous employment at the Water Division since his last hire date, and who holds a valid F-1 or S-1 license from the State of Michigan, shall receive lump sum license pay in the amount of three hundred (\$300.00) dollars per year.
- (e)** In order to be eligible for the license pay prescribed above, an employee must (i) be a regular, full-time employee, (ii) have satisfied the years of continuous employment requirement and the license requirement by August 1st of the year in which payment is to be made, and (iii) be and remain on the active payroll of the Employer through December 1st of the year in which payment is to be made.
- (f)** The license payments, for eligible employees, will then be made by December 15th of each year.
- (g)** An eligible employee may receive the license payment pertaining only to one (1) license, which shall be the license payment pertaining to his highest license. If he has two licenses of equal rank, an eligible employee may receive only one (1) license payment. For example, an eligible employee with an F-1 license shall receive only the license payment pertaining to that F-1 license; he may not receive the license payment for any lower F or S license, nor may he receive the license payment for an S-1 license.
- (h)** An employee eligible to receive a license payment by December 15th who was absent without pay for more than thirty (30) scheduled work days during the immediately preceding fiscal year, July 1, to June 30, shall receive a pro-rated license payment, if otherwise eligible, based on the ratio of his paid time during such immediately preceding fiscal year in relation to the full-time equivalent.
- (i)** In the event the standards or requirements for obtaining any of the above-referenced licenses are materially lowered or reduced, and/or if the licensing

procedures are changed to the extent that these license pay provisions are no longer appropriate, then and in such event the Employer may discontinue the license payments contemplated herein.

**Section 30.3** - Effective July 1, 1992, for commercial driver's licenses obtained after January 1, 1991, the Employer shall pay twenty-five (\$25.00) dollars toward the fee for obtaining a commercial driver's license, payable as a reimbursement to the employee after evidence of payment and receipt of the license is presented to the Department Director. The Employer's twenty-five (\$25.00) dollar contribution toward the cost of obtaining a commercial driver's license shall only be for employees hired prior to January 22, 1992. No employee may receive more than one (1) twenty-five (\$25.00) dollar payment during the term of this Agreement.

The Employer will pay for all drug test related to obtaining a commercial driver's license..

Persons suspended for a positive test, and who are required as a result of a substance abuse assessment, may be allowed to use sick, vacation or compensatory time provided, they attend and satisfactorily complete a supervised drug or alcohol abuse treatment or counseling program.

**Section 30.4** - Water Plant Operators will have the option of obtaining or retaining a Commercial Driver's License. Employees without a Commercial Driver's License will not be eligible to be placed on the call out list for water distribution.

#### ARTICLE THIRTY-ONE

#### NO STRIKE - NO LOCKOUT

**Section 31.1** - It is agreed that the Union, its members, and/or any employee(s) in the bargaining unit represented by the Union, will not call, authorize, participate in, or support any strike, sit-down, slow-down, work stoppage, or other interruption of or interference with the business or activities of the Employer. The Employer shall, in addition to any other remedy, have the right to discipline or discharge any employee participating in any such interruption or interference, and the Union shall not oppose such discipline or discharge. The Employer shall not, during the life of this Agreement, commit a lock-out of the employees.

## ARTICLE THIRTY-TWO

### TRAINING

This article shall become effective July 1, 1994.

**Section 32.1 - Employer Required Training.** The Employer may require employee participation in training opportunities. When the Employer requires such participation, it shall pay the employee, at his regular rate of pay, for all time spent actually attending the training session and for all reasonable time spent traveling to and from the training session. In such cases, the Employer shall also provide necessary transportation or reimburse the employee for mileage expenses when using his own vehicle. No more than eight (8) hours of time spent for training and travel time shall be paid for or reimbursed in a given day.

If an employee attends Employer required training and is assigned to a night shift, the employee shall be given the night off prior to attending the training program.

**Section 32.2 - Employee Requested Training.** All employee requested training, as distinguished from Employer required training provided for in Section 1 above, shall be subject to and in accordance with the following terms and conditions:

- (a) The Employer will generally approve, without requiring and without compensation (i.e. wages), employee requested participation in training opportunities when and if:
  - (i) The employee is a regular, full-time employee having completed not less than one (1) year of continuous employment for the Department of Public Services; and
  - (ii) The requested training opportunity consists of a class or classes which, in the sole judgement and discretion of the Employer, will provide the requesting employee with skills or knowledge useful for the operation or maintenance of the Department of Public Services; and
  - (iii) The employee's participation in the requested training opportunity will not interfere with or adversely affect the scheduling, operation or needs of the Department of Public Services; will not occur during the employee's scheduled working time; and will not result in any increased costs to the Employer (e.g. payment of overtime, use of substitute help, etc.); and

- (iv) The request for such training opportunity participation is made by the employee, in writing, to the Department of Public Services not less than fourteen (14) days in advance of the commencement of the training opportunity.
  
- (b) Upon receipt of an employee's written request for participation in a training opportunity pursuant to Section 32.2(a) above, the Department of Public Services shall review such request to determine its compliance with all of the provisions of said Section 32.2(a). If the Department of Public Services Director determines that the employee's request complies with Section 32.2(a) above, and that it is otherwise acceptable, the Department of Public Services Director shall approve the request in writing. In the event of competing or conflicting employee requests for participation in training opportunities, preference shall be given to the more senior employee unless the more senior employee has, during the same fiscal year (of the Employer), previously requested and received approval for another training opportunity and the less senior employee has not (in which event preferences shall be given to the less senior employee).
  
- (c) If an employee's participation in a training opportunity complies with Section 32.2(a) above, and if the employee's written request for participation in said training opportunity is approved by the Director in writing as provided in Section 32.2(b) above, then the employee shall be eligible to receive reimbursement from the Employer for certain costs of such training; provided, however, that all such reimbursement shall be subject to the following limitations:
  - (i) The Employer's reimbursement for the costs of such training opportunities will apply only with respect to sums necessarily expended by the employee for required tuition, fees and/or course materials; and
  - (ii) No employee shall be eligible for reimbursement by the Employer in any amount in excess of three hundred (\$300.00) dollars per fiscal year (of the Employer), and then only during the period following completion of one (1) year of employment; and
  - (iii) The employee must furnish the Employer with proper receipts for the required tuition, fees and/or course materials for which reimbursement is sought; and
  - (iv) The employee must furnish the Employer with satisfactory evidence of the employee's successful completion of the training opportunity while still in the employ of the Employer.

- (d) It is understood and agreed that the Employer shall at all times have the right to determine how many employees may participate in employee requested training opportunities at any particular time; and it is further understood and agreed that the Employer need not adjust or change employee shifts, schedules or assignments in order to accommodate any employee request for participation in training opportunities.
- (e) All employee participation in training opportunities which do not qualify for reimbursement under the provisions of this Section 32.2 (e.g. training opportunities involving employees with less than one (1) year of employment at the Department of Public Services or employees having exhausted their reimbursement allotment, etc.), shall nevertheless comply with the requirements of Section 32.2(a)(iii) above.

**Section 32.3 - State Exam Day.** On the one day per year designated as state exam day, employees who desire and are eligible to take the state exam, but who are scheduled to work at times which conflict with the state exam, shall be given time off to take the exam without loss of pay. Employees who desire and are eligible to take the state exam, whose schedule does not conflict with the state exam, shall be paid at their regular rate of pay for all time spent actually taking the exam and for reasonable travel time. In the event that more than one day per year is scheduled for state exams, the provisions of this paragraph shall apply to only one such day.

## ARTICLE THIRTY-THREE

### VOLUNTARY INOCULATION PROGRAM

**Section 33.1 - Voluntary Inoculation Program.** The Employer shall establish a voluntary inoculation program for regular full-time and regular part-time employees covered by this Agreement. Pursuant to this voluntary inoculation program, the Employer shall off, at its own expense, the following inoculations according to the following terms and circumstances:

- a. A typhoid inoculation for an eligible employee, if the employee has never had one;
- b. An oral polio inoculation for an eligible employee, if the employee has never had any polio inoculation;
- c. A tetanus inoculation for an eligible employee, if the employee has not had such an inoculation during the preceding ten (10) years;

- d. A tuberculosis inoculation for an eligible employee, if in the course of working for the Employer the employee has been exposed to the bacterium in a documented exposure incident; and
- e. A hepatitis B inoculation for an eligible employee, if the employee has never had any hepatitis B inoculation.

#### ARTICLE THIRTY FOUR

##### USE OF OUTSIDE LABOR

**Section 34.1 - Use of Outside Labor (Prisoners).** The Employer may use outside crews (personnel) to the extent necessary. The use of the personnel will not be used to reduce the workforce of the bargaining unit.

#### ARTICLE THIRTY-FIVE

##### TERMS OF AGREEMENT

**Section 35.1 -** This Agreement, including the Exhibits attached hereto and incorporated herein by reference, shall be effective on the first (1st) day of July 1996, and shall remain in full force and effect without change, addition or amendment through and including the thirtieth (30th) day of June, 1999, and shall be renewed from year to year thereafter. Should either party hereto desire to amend, terminate or modify this Agreement at the termination thereof, such party shall serve written notice on the other party of its desire to amend, terminate or modify, at least sixty (60) days prior to the expiration date of this Agreement.

CITY OF GRAND HAVEN, a  
Michigan Municipal Corporation

By: Gail M. Ringelberg  
Gail M. Ringelberg, Its Mayor

By: Sandra Huff  
Sandra Huff  
City Clerk/Treasurer

By: W. Robert Huff  
W. Robert Huff  
Chief Negotiator

LOCAL 586, AFFILIATED WITH THE  
S.E.I.U., AFL-CIO

By: James Shelton  
James Shelton, President  
Unit Local 586

By: Will [Signature]  
Member  
Bargaining Committee

By: James Royce - PRESIDENT  
Member  
Bargaining Committee

By: [Signature]  
Member  
Bargaining Committee

By: \_\_\_\_\_  
Member  
Bargaining Committee

EXHIBIT "A" - Wage Schedule

(4) Effective July 1, 1996, the following schedule of wages shall apply:

STREET DIVISION						PARKS DIVISION					
Classification (and Code)	Step					Classification (and code)	Step				
	1	1½	2	3	4		1	1½	2	3	4
Laborer (10)	10.53	10.76	10.99	11.30	11.98	Laborer (10)	10.53	10.76	10.99	11.30	11.98
Equipment Operator I (inc. Painter) (14)	11.12	11.35	11.59	11.94	12.64	Park Main. I (14)	11.12	11.35	11.59	11.94	12.64
Equipment Operator II (16)	11.67	11.94	12.17	12.52	13.25	Park Main. II (16)	11.67	11.94	12.17	12.52	13.25
						Park Maintenance Mulligan's Hollow Supv. (18)	11.86	12.20	12.48	12.90	13.72
Mechanic (21)	12.55	12.86	13.12	13.53	14.33						
Senior Mechanic (22)	13.05	13.45	13.60	14.04	14.78						
Crew Leader (23)	13.35	13.68	13.95	14.41	15.22	Crew Leader (23)	13.35	13.68	13.95	14.41	15.22

(4) Effective July 1, 1996, CONTINUED

WATER DIVISION						CEMETERY DIVISION					
Step						Step					
Classification (and Code)	1	1½	2	3	4	Classification (and code)	1	1½	2	3	4
Laborer (10)	10.53	10.76	10.99	11.30	11.98	Laborer (10)	10.53	10.76	10.99	11.30	11.98
Water Serv. I/Plant Operator (incl. Meter Reader) (14)	11.12	11.35	11.59	11.94	12.64	Grounds Main. I I (14)	11.12	11.35	11.59	11.94	12.64
Water Serv. II/Plant Operator (16) <sup>1</sup>	11.67	11.94	12.17	12.52	13.25	Grounds Main. II	11.67	11.94	12.17	12.52	13.25
Crew Leader (23)	13.35	13.68	13.95	14.41	15.22	Crew Leader (23)	13.35	13.68	13.95	14.41	15.22

Regular part-time employees, hired on or after July 1, 1985 into the laborer classification of the Street, Water, parks or Cemetery Divisions, shall be called part-time maintenance employees and shall be paid according to the following schedule of wages:

Step	Step	Step	Step	Step
1	1½	2	3	4
6.13	6.49	6.84	7.21	7.90

<sup>1</sup>Water Plant Operator positions in this classification with water treatment responsibilities will receive a fifteen cent (15¢) per hour pay differential over the pay rate for Water Plant Operators without water treatment responsibilities.

(4) Effective July 1, 1997, the following schedule of wages shall apply:

STREET DIVISION						PARKS DIVISION					
Classification (and Code)	Step					Classification (and code)	Step				
	1	1½	2	3	4		1	1½	2	3	4
Laborer (10)	10.82	11.06	11.29	11.61	12.31	Laborer (10)	10.82	11.06	11.29	11.61	12.31
Equipment Operator I (inc. Painter) (14)	11.43	11.66	11.91	12.27	12.99	Park Main. I (14)	11.43	11.66	11.91	12.27	12.99
Equipment Operator II (16)	11.99	12.27	12.50	12.86	13.61	Park Main. II (16)	11.99	12.27	12.50	12.86	13.61
						Park Maintenance Mulligan's Hollow Supv. (18)	12.19	12.54	12.82	13.25	14.10
Mechanic (21)	12.90	13.21	13.48	13.90	14.72						
Senior Mechanic (22)	13.41	13.82	13.97	14.43	15.19						
Crew Leader (23)	13.72	14.06	14.33	14.81	15.64	Crew Leader (23)	13.72	14.06	14.33	14.81	15.64

(4) Effective July 1, 1997, CONTINUED

WATER DIVISION						CEMETERY DIVISION					
Step						Step					
Classification (and Code)	1	1½	2	3	4	Classification (and code)	1	1½	2	3	4
Laborer (10)	10.82	11.06	11.29	11.61	12.31	Laborer (10)	10.82	11.06	11.29	11.61	12.31
Water Serv. I/Plant Operator (incl. Meter Reader) (14)	11.43	11.66	11.91	12.27	12.99	Grounds Main. I I (14)	11.43	11.66	11.91	12.27	12.99
Water Serv. II/Plant Operator (16) <sup>2</sup>	11.99	12.27	12.50	12.86	13.61	Grounds Main. II II	11.99	12.27	12.50	12.86	13.61
Crew Leader (23)	13.72	14.06	14.33	14.81	15.64	Crew Leader (23)	13.72	14.06	14.33	14.81	15.64

Regular part-time employees, hired on or after July 1, 1985 into the laborer classification of the Street, Water, parks or Cemetery Divisions, shall be called part-time maintenance employees and shall be paid according to the following schedule of wages:

Step	Step	Step	Step	Step
1	1½	2	3	4
6.30	6.67	7.03	7.41	8.12

<sup>2</sup>Water Plant Operator positions in this classification with water treatment responsibilities will receive a fifteen cent (15¢) per hour pay differential over the pay rate for Water Plant Operators without water treatment responsibilities.

(4) Effective July 1, 1998, the following schedule of wages shall apply:

STREET DIVISION						PARKS DIVISION					
Classification (and Code)	Step					Classification (and code)	Step				
	1	1½	2	3	4		1	1½	2	3	4
Laborer (10)	11.14	11.39	11.63	11.96	12.68	Laborer (10)	11.14	11.39	11.63	11.96	12.68
Equipment Operator I (inc. Painter) (14)	11.77	12.01	12.27	12.64	13.38	Park Main. I (14)	11.77	12.01	12.27	12.64	13.38
Equipment Operator II (16)	12.35	12.64	12.88	13.25	14.02	Park Main. II (16)	12.35	12.64	12.88	13.25	14.02
						Park Maintenance Mulligan's Hollow Supv. (18)	12.56	12.92	13.20	13.65	14.52
Mechanic (21)	13.29	13.61	13.88	14.32	15.16						
Senior Mechanic (22)	13.81	14.23	14.39	14.86	15.65						
Crew Leader (23)	14.13	14.48	14.76	15.25	16.11	Crew Leader (23)	14.13	14.48	14.76	15.25	16.11

(4) Effective July 1, 1998, CONTINUED

WATER DIVISION						CEMETERY DIVISION					
Step						Step					
Classification (and Code)	1	1½	2	3	4	Classification (and code)	1	1½	2	3	4
Laborer (10)	11.14	11.39	11.63	11.96	12.68	Laborer (10)	11.14	11.39	11.63	11.96	12.68
Water Serv. I/Plant Operator (incl. Meter Reader) (14)	11.77	12.01	12.27	12.64	13.38	Grounds Main. I I (14)	11.77	12.01	12.27	12.64	13.38
Water Serv. II/Plant Operator (16) <sup>3</sup>	12.35	12.64	12.88	13.25	14.02	Grounds Main. II (16)	12.35	12.64	12.88	13.25	14.02
Crew Leader (23)	14.13	14.48	14.76	15.25	16.11	Crew Leader (23)	14.13	14.48	14.76	15.25	16.11

Regular part-time employees, hired on or after July 1, 1985 into the laborer classification of the Street, Water, parks or Cemetery Divisions, shall be called part-time maintenance employees and shall be paid according to the following schedule of wages:

Step	Step	Step	Step	Step
1	1½	2	3	4
6.49	6.87	7.24	7.63	8.36

<sup>3</sup>Water Plant Operator positions in this classification with water treatment responsibilities will receive a fifteen cent (15¢) per hour pay differential over the pay rate for Water Plant Operators without water treatment responsibilities.

EXHIBIT "B" - Safety Equipment List

The following safety equipment shall be provided by the Employer:

1. Gloves for all employees.
2. Toe guards in sufficient number to meet needs.
3. Safety glasses in sufficient number to meet needs.
4. Hard hats in sufficient number to meet needs.
5. Safety vests in sufficient number to meet needs.
6. Ear muffs in sufficient number to meet needs.
7. Rain gear in sufficient number to meet needs.
8. Dust masks in sufficient number to meet needs.

EXHIBIT "C" - Letter of Understanding

LETTER OF UNDERSTANDING

Between the

CITY OF GRAND HAVEN  
("City")

and

LOCAL 586, SEIU, AFL-CIO  
("Union")

This Letter of Understanding is an exhibit to and is hereby incorporated into and made a part of the Collective Bargaining Agreement ("Agreement") between the City and the Union, effective July 1, 1988, covering employees of the Street, Parks, Water and Cemetery Divisions, as well as any applicable successor collective bargaining agreement. This Letter of Understanding shall take immediate effect after its execution by both parties, and shall remain in effect for the duration of the Agreement and any successor collective bargaining agreement between the City and the Union, unless the parties mutually agree to terminate this Letter of Understanding.

The City and the Union hereby agree that certain employees in the Water Division may, in the City's discretion, be assigned to modified work shifts. Specifically, the regular forty (40) hour work week of employees in the Water Division (generally with the exception of the Water Division maintenance personnel) may, in the City's discretion, consist of three (3) twelve (12) hour work shifts and one (1) four (4) hour work shift. The City retains the right to unilaterally alter, amend or revise such modified work shifts at its discretion any time.

To the extent the City decides, pursuant to this Letter of Understanding, to assign certain Water Division employees to work twelve (12) hour shifts, this Letter of Understanding shall supersede the statement in Section 9.1 of this Agreement, which indicates that the regular work day is eight (8) hours. However, nothing in this Letter of Understanding or in the Agreement shall be construed as a guarantee of a minimum number of hours of work for any particular employee.

Notwithstanding the provisions of Article Ten of the Agreement, Water Division employees who are assigned to work one (1) or more twelve (12) hour shifts during a work week shall not be eligible for any daily overtime, but shall instead only receive overtime pay equal to one and one-half (1½) times their regular rate of pay for hours worked in excess of forty (40) during such a work week.

Notwithstanding the provisions of this Letter of Understanding, the references in Section 12.1 of the Agreement to days of vacation shall mean eight (8) hour days, not twelve(12).

For purposes of the bonus vacation days discussed in Section 12.3 of the Agreement, such bonus vacation days shall be eight (8) hour days, not twelve (12).

For purposes of the paid full-day holidays and personal leave days discussed in Article Nineteen of the Agreement, such holidays and personal leave days shall be eight (8) hour days, not twelve (12).

CITY OF GRAND HAVEN, a  
Michigan Municipal Corporation

LOCAL 586, AFFILIATED WITH THE  
S.E.I.U., AFL-CIO

By: Gail Ringelberg  
Gail Ringelberg, Its Mayor

By: James Shelton  
James Shelton, President  
Unit Local 586

By: Sandra Huff  
Sandra Huff, Its Clerk  
Huff

By: Mull  
Bargaining Committee Chief Steward

By: W. Robert Huff  
W. Robert Huff, Chief Negotiator

By: James Ponce - president  
Bargaining Committee

12/5/96  
Date of City's execution.

By: [Signature]  
Bargaining Committee

By: \_\_\_\_\_  
Bargaining Committee

12/5/96  
Date of Union's execution.