

7391

6/30/98

GRANDVILLE
CITY EMPLOYEES' ASSOCIATION
AGREEMENT

1995 - 1998

Grandville, City

LETTER OF UNDERSTANDING

The parties mutually agree to extend the existing "Letter of Understanding - Drug Policy" past the January 1, 1996 termination date; and further that for the time period of January 1 through March 31, 1996 any violations of the City's Drug and Alcohol Policy for those Association employees holding CDL licenses, the City and Association shall meet, confer and determine appropriate disciplinary action.

GRANDVILLE CITY EMPLOYEES ASSOCIATION

By: *Steve Skyles*

Its: *President*

Date: *2-8-96*

CITY OF GRANDVILLE

By: *James R. Duck*

Its: Mayor

Date: 2/07/96

LETTER OF UNDERSTANDING

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GRANDVILLE CITY EMPLOYEES ASSOCIATION

By: *Steve [unclear]*
Its: President
Date: 12/28/95

CITY OF GRANDVILLE

By: *James R. [unclear]*
Its: *[unclear]*
Date: 12.28.95

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	1
Recognition	1
ARTICLE II	2
Association Representation	2
ARTICLE III	2
ARTICLE IV	4
Check-Off	4
ARTICLE V	5
Overtime, Stand-By and Call-Out	5
ARTICLE VI	7
Grievance Procedure	7
ARTICLE VII	9
Seniority	9
ARTICLE VIII	11
Leave of Absence and Sick Leave	11
ARTICLE IX	17
Vacations	17
ARTICLE X	18
Holidays	18
ARTICLE XI	21
Insurance	21
ARTICLE XII	22
Wages	22

ARTICLE XIII	22
Miscellaneous Provisions	22
ARTICLE XIV	24
Placement and Promotions	24
Employee Classifications	24
ARTICLE XV	26
City Rights	26
ARTICLE XVI	27
No Strike	27
ARTICLE XVII	28
Retirement	28
ARTICLE XVIII	28
SCHEDULE "A" INSURANCE COVERAGE PLAN	30
APPENDIX "A-1"	31
APPENDIX "A-2"	37
SCHEDULE "B" WAGE RATES	40
SCHEDULE "C" EMPLOYEE CLASSIFICATIONS AND STEP LEVELS	43
LETTER OF UNDERSTANDING - DRUG POLICY	44
LETTER OF UNDERSTANDING	45
LETTER OF UNDERSTANDING-FLEXIBLE BENEFITS	46

AGREEMENT

THIS THREE-YEAR AGREEMENT, made and entered into as of the 1st day of July, 1995, by and between the CITY OF GRANDVILLE, hereinafter called the "City," and the GRANDVILLE CITY EMPLOYEES' ASSOCIATION, Grandville, Michigan, hereinafter called the "Association."

WITNESSETH:

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

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

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

ARTICLE I

Recognition

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

Section 2. The collective bargaining unit is composed of all full-time, regular employees of the Public Works Department, except department directors, and specifically excluding E-Unit employees.

ARTICLE II

Association Representation

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

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

ARTICLE III

Section 5. (a) All present employees in the bargaining unit who are now members, or who become members of the Association, may remain members of the Association through the life of this Agreement.

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

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

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

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

ARTICLE IV

Check-Off

Section 6. The City shall deduct from the pay of each employee, whether or not a member of the Association, who has submitted to the City an individually written authorization for such deduction, the amount of Association dues and initiation fees certified to the City by the Treasurer of the Association. It shall be the responsibility of the Association Treasurer to file said authorization with the City Treasurer. The deduction of dues shall cover the current biweekly pay period in which the said deduction is made. Individual written authorizations shall be revokable by the employee upon thirty (30) days written notice to the City or upon termination of this Agreement, whichever occurs first. The initiation fee deduction shall be made the first pay period after the probation period ends.

Section 7. The foregoing deductions shall be made biweekly, and the amounts deducted by the City, together with a duplicate list of the employees from whom wage deductions have been made, shall be transmitted to the Treasurer of the Association within a reasonable time after said deduction is made. The Association hereby expressly agrees to collect all special assessments, and the same shall not be deducted from the employees' wages by the City.

Section 8. The Association shall and hereby agrees to indemnify and save the City harmless against all claims, demands, suits or other forms of liability which shall arise out of or by reason of actions taken by the City in reliance upon certified lists furnished to the

City by the Association, or because of any claims arising out of the City's compliance with the provisions of this Article.

Section 9. The City will make available to the Treasurer of the Association the names of all employees separated from the payroll, recalled or hired, on layoff and/or approved leaves of absence.

ARTICLE V

Overtime, Stand-By and Call-Out

Section 10. Overtime shall be paid at the rate of one and one-half (1-1/2) times an employee's hourly rate for each hour actually worked in excess of eight (8) hours per day or forty (40) hours per week, with the exception of Sunday, which shall be paid at two (2) times the employee's hourly rate for each hour actually worked. The City reserves the right to substitute compensatory time off in lieu of overtime pay upon request of the employee involved and pursuant to applicable regulations; accumulation of all such compensatory time for both holidays and overtime combined shall be limited to eighty (80) hours.

Section 11. Any overtime assignment which is contiguous with the regular workday shall be conducted by and completed by the employees on that job. If an employee cannot remain for the overtime, the employee on stand-by shall be required to work. If some type of work not contiguous with the regular workday would result in overtime and is begun within one half (1/2) hour before the end of the normal workday, the duty roster shall be followed.

Section 12. If an employee is called in by the Director of Public Works or his/her designee, or by Police personnel, after having left work for the day, the scheduled workweek or vacation, he/she shall receive a minimum of three (3) hours' pay at straight time or one and one half (1-1/2) times (two [2] times if on Sunday) the actual hours worked, whichever is greater.

Section 13. (a) Eligible employees may volunteer to have their names placed on a "stand-by" duty roster which shall be established by the City every six (6) months. All Public Works employees, except those assigned to a C-1 or C-2 position or cemetery personnel, are eligible for stand-by duty assignments. Stand-by duty assignments shall be made from this volunteer roster, unless it contains less than fifty percent (50%) of the eligible employees, in which case the City shall have the right to also assign other eligible employees on a rotation basis. A copy of the roster or revisions thereof shall be submitted to each eligible employee.

(b) Each employee on the duty roster shall be assigned (hereinafter referred to as "stand-by") on a rotation basis to a one-week duration from Monday (normal starting time) to the next Monday (normal starting time). The stand-by employee is required to be on twenty-four (24) hour call on any holiday (see Section 41), each Saturday and each Sunday during his/her assigned week. The compensation for this assignment shall be equal to six (6) hours of straight time for each holiday, Saturday and Sunday for which the employee is on stand-by. The employee on stand-by is required to report for work when called unless excused by the Director of Public Works or his designee.

(c) The duty man shall receive regular hourly pay per Section 12 for weekend work when called in for snowplowing, water main breaks, sewer backups or other such emergency duties.

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

Section 14. Any claim that the City did not call an employee for extra duty in accordance with the provisions of this Article shall not be subject to the grievance procedure, except for a claim alleged under Section 11 above.

Section 15. (Deleted 1992)

ARTICLE VI

Grievance Procedure

Section 16. For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Association or between the City and any member or members concerning working conditions not specifically set forth herein and the effect, interpretation, application, claim or breach of violation of this Agreement.

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

- Step 1 - Each grievance shall be in writing, signed by the aggrieved employee and presented to the Department Director within five (5) working days after occurrence of the matter which gave rise to the grievance, or in five (5) working days after he should reasonably have known of the occurrence. The Department Director shall make a written answer within five (5) working days thereafter.
- Step 2 - If such answer is not satisfactory, it may, within ten (10) working days after receipt, be referred in writing to the City Manager by the Grievance Committee. If any new or additional grounds or reasons are given for the grievance, it shall be refiled with the Department Director for an answer. The City Manager shall discuss the grievance within five (5) working days after his receipt of it with the Grievance Committee and within ten (10) working days after such meeting give him written answer.
- Step 3 - In the event the grievance is not satisfactorily resolved, and if it involves a discharge, demotion, suspension, decrease in pay or a promotion, it may be referred within twenty (20) working days in writing by the Grievance Committee to an arbitration committee composed of the President of the Association, the Mayor or a Councilperson of the City of Grandville and a third person who is mutually agreed upon by the parties. If the said third person cannot be agreed upon by the parties, it is agreed that the State Mediation Board shall appoint said third member to the arbitration committee. The arbitration committee shall conduct a hearing within sixty (60) days after appointment of the third member. The majority decision of the arbitration committee shall be final and binding on the Association, the City and its employees. The cost of the third arbitrator shall be shared equally by the City and the Association.

Section 18. No complaint or grievance shall be considered at any step unless it has been filed and processed within the respective time limits. If a grievance is not advanced from one step to the next, as specified, it shall be considered to have been settled in accordance with the last answer made. Nothing contained in this section shall, however, prevent the parties from extending the time limits imposed, provided it is done in writing and specifies the period of extension.

ARTICLE VII

Seniority

Section 19. Seniority is continuous service with the City measured by the time spent on the active payroll plus approved absences, unless otherwise provided in this Agreement. The purpose of seniority is to provide a declared policy of right or preference affecting employees' rights and privileges provided in this Agreement.

Section 20. A members seniority list shall be prepared by the City as of January 1st of every year and a copy supplied to the Association by January 15th each year. The list shall be revised and kept current from time to time by the City.

Section 21. Employees' seniority shall be the controlling factor in any layoffs or recalls, providing that the employees retained have the experience, special skill and ability to do the work required.

Section 22. Each new employee shall be considered as a probationary employee for the first six (6) months after hiring. During this probationary period, the employee may

be laid off or discharged by the City without regard to the provisions of this Agreement. There shall be no responsibility on the part of the City for the rehiring or recalling of a probationary employee if his services have been dispensed with within the probationary period, and such employee shall have no recourse to the grievance procedure. An employee who is promoted or advanced to a new position shall be on probation in such position for six (6) months. If he fails probation, he shall be returned to his former position and department.

Section 23. Seniority shall continue while an employee is on the active payroll of the City. Seniority shall be lost and the employment relationship shall end on the following conditions:

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

Section 24. An employee who exhausts his sick leave days and vacation allowance shall continue to accumulate seniority for twelve (12) months. Thereafter, he shall be granted a sick leave of absence without further accrual of seniority for the duration of the

sickness. Upon receiving a doctor's statement indicating employee fitness for return to work, he shall be reinstated in accordance with his accrued seniority.

ARTICLE VIII

Leave of Absence and Sick Leave

Section 25. Employees may, at the discretion of the City, be granted leaves of absence without pay. While on an approved leave of absence, an employee will not earn vacation days and will not be credited with sick leave days or seniority. Merit bonus will be adjusted accordingly. The City will continue to carry health and life insurance coverage on the member. However, the member will be responsible for all premiums advanced by the City upon leave. Leave shall be granted on approval of the Department Director and the City Manager.

Section 26. Request for leave shall be in writing and shall be signed by the employee and given to the Department Director. Such request shall state the reason for the leave. Approval shall be in writing by the employee's Department Director and the City Manager.

Section 27. It is agreed that employees shall earn and be granted paid sick leave in accordance with the following schedule:

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

- (b) After completion of the probationary period, each full-time employee shall be credited with six (6) days of sick leave. Further paid sick leave will accumulate at the rate of one (1) day per each full month of employment exclusive of leaves of absence.
- (c) Unused sick leave shall accumulate from year to year to an unlimited amount. In lieu of adding those days to the sick leave bank, on or about December 1st of each year an employee may elect to receive as part of the next regular paycheck an amount equal to \$50 for each day over nine (9) days of unused sick leave accumulated during the preceding twelve (12) month period. Such request shall be made in writing by the employee and is subject to approval of the employee's Department Director and the City Manager.
- (d) The City shall prepare a roster for the Association showing the accumulated sick leave as of January 1 of each year for each employee. A separate accounting of all transferred sick leave credits shall also be included. Said roster shall be made available on the 15th day of January of each year.
- (e) Sick leave is for the purposes of illness, medical or dental treatment. Sick leave may be used for unusual situations or emergencies in the employee's immediate family (spouse, children, parent, stepparent, sister, brother, grandparent, grandchildren) with the approval of the Department Head and the City Manager.

- (f) An employee who retires from or voluntarily leaves municipal service shall be compensated for unused accumulated sick leave if the employee has completed five (5) years or more of employment with the City. A maximum of 180 days may be compensated for at a rate equal to one third (1/3) of the employee's daily rate.

Section 28. Sick leave, when arranged for and approved in advance by the Department Director and City Manager, shall be granted:

- (a) When it is established to the City's satisfaction that an employee is incapacitated from the safe performance of his duties because of sickness or injury.
- (b) In the event of a death in the employee's immediate family, up to three (3) working days paid leave to make arrangements for and attend the funeral, may be compensated by the City, with no invasion of the employee's sick leave bank and at the discretion of the City Manager. All employees will request time off in writing to the City Manager.

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

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

Section 29. No sick leave shall be granted for minor ailments which would not affect the safety of the employee or other persons or of property while performing job duties.

Section 30. Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive working days or less. However, medical certificates, or in lieu thereof a written, signed statement from the employee setting forth the reasons for sick leave, may be required at the discretion of the City for each absence. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

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

Section 32. Any employee who after being a City employee for a period of twelve (12) months experiences a work incapacitating injury or illness for which the employee is or may be eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, the City shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation Worker's Compensation by the difference between Worker's Compensation and the employee's normal weekly earning, excluding overtime. Said supplement shall begin on the date Workers Compensation benefits take effect, which is usually seven (7) calendar days from the date of the injury. Any lost time between the date of the injury and the seventh (7th) calendar day shall be

charged against the employee's sick, vacation and/or compensatory time bank as the employee directs.

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

Section 34. Within any one year, up to five (5) days accumulated sick leave credits may be transferred to another employee's exhausted sick leave bank upon a written request to do so being presented to the City Manager by the donor. A limit of eighty (80) days sick leave credits may be received by any employee in any yearly period.

Section 35. Military leave shall be granted as follows:

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

reinstatement within ninety (90) days of his date of discharge. Seniority and longevity credits continue while the employee is in service.

- (b) Any permanent employee who requests a leave of absence not to exceed twenty (20) working days to participate in a branch of the Armed Forces Reserve Training Program shall be granted such leave upon presentation of proper documentation by his Commanding Officer. He shall be paid by the City the difference between the amount he receives for such training and his full salary.
- (c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan or any other state or the U.S. Government shall be paid by the City the difference between the amount he receives for such duty and his full salary for a period of up to twenty (20) working days.

Section 36. In the event an employee is summoned for jury duty, a special leave of absence shall be granted for that purpose, providing he presents the court order, subpoena or summons, if one is issued, to the City as far in advance as possible. He shall be expected to be at work at all hours when not serving as a juror. The pay such employee shall be entitled to for such leave shall be his basic rate for the time necessarily lost from his normal work schedule less any amount received for such jury duty.

ARTICLE IX

Vacations

Section 37. Full-time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

- (a) An employee shall not be entitled to a vacation leave during the course of the first six (6) calendar months he is employed. Upon completion of the six (6) months probation period, the employee may use whatever vacation time he has earned.
- (b) All employees shall earn 1.00 days of vacation time for each month worked, beginning with the first day of employment through the 7th calendar year.
- (c) After completing the 7th calendar year of employment, an employee shall be entitled to twelve (12) days vacation leave plus one (1) day for each year worked thereafter through the 15th year of employment with the City.
- (d) After completing the 15th calendar year of employment, an employee shall be entitled to four (4) weeks of vacation leave each year.
- (e) The City shall prepare a roster of the Association showing earned vacation days for each employee as of January 1st of each year.
- (f) Payment for accrued vacation credits shall be made upon retirement, termination or voluntary or involuntary discharge, or to an employee's beneficiary upon death. In the event excessive vacation credits were used by an employee, the final pay of the employee shall be reduced accordingly.

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

Section 39. Although the City reserves the right to schedule vacations, it is hereby agreed that an effort shall be made by the City to schedule vacation leaves consistent with the seniority status of the employee, the desires of the employee together with the manpower and workload requirements as determined by the City.

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

ARTICLE X

Holidays

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

New Year's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Day After Thanksgiving
Independence Day	Day Before Christmas
Labor Day	Christmas Day
Two Personal Business Days	

When Christmas falls on a Saturday, Sunday or Monday, one (1) additional personal business day will be granted to each employee in lieu of the before-mentioned day before Christmas. Personal business day(s) are earned as of December 31st of each year.

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

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

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

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

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

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

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

Section 45. Any employee to be eligible for a holiday with pay must be a full-time employee on the day of the holiday and must have worked on the last regularly scheduled workday immediately preceding and immediately following the holiday unless off such days because of sickness compensated by accumulated sick leave days. When a recognized holiday falls within an employee's scheduled vacation period, the employee will be entitled to an extra day of vacation to be taken at the beginning or the end of his regularly scheduled vacation period.

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

ARTICLE XI

Insurance

Section 47. The City shall pay the required premiums for full-time employees, plus full cost of coverage for his/her spouse and child dependents for the hospitalization plan and dental plan described in Schedule A.

Effective October 1, 1996, the hospitalization plan will change to that described in Appendix A, under Schedule A.

An employee may at his/her option elect to extend insurance coverage for eligible dependent children of age 19 or older provided the dependent child is a full-time student at an accredited college or university. The employee shall be responsible for 50 percent of the cost of the dependent's insurance. This option is available for the period of active full-time college or university enrollment of the dependent child or five years whichever is less.

The City shall have the right to change to another carrier, providing the overall benefits of the new plan are substantially equivalent to or better than those described in Schedule A. Any significant change in overall coverage resulting from a change in carrier remains subject to negotiations. A representative of the Bargaining Committee shall be kept advised of any efforts by the City to change carriers.

A designated HMO plan(s) is available for which the City will contribute monthly premiums up to the amount paid for conventional health insurance.

Section 48. An employee who retires at 55 years of age or older and his/her spouse shall be eligible for health insurance subject to the following:

1. This coverage begins on the date of early retirement from the City's service and continues until the employee becomes eligible for Medicare or age 65, whichever occurs first.
2. The City's cost for providing such coverage shall be limited to the existing cost of the coverage provided at the time of retirement. Any increase in cost of coverage after the date of retirement shall be paid by the employee.

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

ARTICLE XII

Wages

Section 50. Wage and salary rates shall be paid in accordance with the applicable Schedule B attached hereto and be effective on July 1, 1995.

ARTICLE XIII

Miscellaneous Provisions

Section 51. (a) A joint conference between the Association and the City representatives may be called by either party. The agenda shall be presented by the party requesting the meeting to the other party at least three (3) working days prior to the meeting.

Section 52. Whenever an employee is required to use his own vehicle on the business of the City, he shall be paid mileage at the rate equal to the IRS allowance. This is not applicable to mileage between home and job site.

Section 53. It is agreed that the City will furnish to all employees desiring the same, tetanus, hepatitis and flu shots.

Section 54. It is agreed that the City shall furnish six (6) uniforms or their equivalent in value in jackets or coveralls for Public Works employees, with semi-annual issues during April and October of each year. To promote the safety of each employee, the City shall provide rainwear, hard hat, ear protection, safety glasses and safety shoes. The need, frequency of replacement and cost of safety shoes and prescription safety glasses shall be determined by the Department Supervisor and obtained from City-authorized providers.

Section 55. If requested, the employee will be furnished a copy of his efficiency report. All efficiency reports to be in writing.

Section 56. The City will reimburse an employee for the tuition and book costs of job related educational work upon successful completion of such work. Appropriate studies to be approved by the City Manager prior to enrollment.

Section 57. Employees who are employed on December 1 of each year and have completed a period of service as specified below, shall be eligible to receive a merit bonus payment per the following schedule. Such payment shall be made on the first payday in December. Proportionate payments shall be made upon retirement or voluntary termination of services and in the case of layoffs.

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

<u>Years of Service</u>	<u>Guaranteed Minimum</u>	<u>Maximum</u>
0 - 3	\$ 0	\$ 200
4 - 5	\$ 150	\$ 300
6 - 10	\$ 300	\$ 450
11 - 15	\$ 450	\$ 600
16+	\$ 600	\$ 750

ARTICLE XIV

Placement and Promotions

Section 58. As of July 1, 1986, present employees will be classified and placed in the step levels as set forth in Schedule "C" attached hereto. Employees will become eligible for advancement to subsequent steps on their anniversary date of employment or sooner if merited.

Section 59. The Department of Public Works shall have the following positions on the effective date of this Agreement.

Employee Classifications

Public Works	Senior Foreman (1)	M-5
Public Works	Foreman (1)	M-4
Public Works	Mechanic (1)	M-3
Public Works	Generalist (1)	M-2
Public Works	Water (1)	M-2
Public Works	Parks (1)	M-2
Public Works	Maintenance Worker (unlimited)	M-1
Public Works	General Laborer (unlimited)	G-1
Public Works	Clerk (1)	C-2
Public Works	Clerk (1) (to be filled as City deter- mines necessary)	C-1

1. Each employee who is interested in transfer may, at any time, submit his/her request in writing to the City Manager. The City Manager or his designee will review the request each time a position becomes vacant.

2. The City shall post in the Department of Public Works Service Building, within thirty (30) days from the date the position becomes vacant, each newly created or vacant position of the bargaining unit. During the ten (10) day period after posting, employees shall indicate their interest in being appointed to such position. Testing, evaluation and interviews will be administered within thirty (30) days following the receipt

of applications. The City shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. Priority shall be given to fill any vacancy with the best qualified applicant from employee(s). The City Manager may hire a person who is not employed by the City or the City may leave the position vacant only after mutual agreement with the Association. If the City, with the approval of the Association, at some later date chooses to fill the vacancy, the position shall again be posted prior to filling same. A promotion shall warrant an increase in wages for the affected employee.

Department of Public Works employees shall be eligible to permanently advance to openings in a higher classification after completing one year of employment and upon qualifying for the higher classification based upon work ability and a written examination. Examinations may be repeated every six (6) months. All supervisors shall discuss with an employee whose merit increase could be delayed the reason for the same at least sixty (60) days prior to the employee's anniversary date to afford the employee an opportunity to sufficiently correct the stated work or personal deficiencies. Said deficiencies shall be presented to the employee in writing and shall become a permanent part of his personnel file.

ARTICLE XV

City Rights

Section 60. The Employer shall remain vested with all management functions, including, but not limited to, the direction of the work forces; the full and exclusive right to hire, promote, demote, discharge and discipline employees; promulgate reasonable rules

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

ARTICLE XVI

No Strike

Section 61. The Association agrees that during the term of this Agreement, so long as the conditions of this Agreement are met in full, its members will not call or participate in any strike or other interruption of or interference with the normal business or activities of the City.

ARTICLE XVII

Retirement

Section 62. The City will pay the full cost of the retirement contribution. If at any time in the future the employee's share of the cost of such plan is increased by M.E.R.S. above the three percent (3%) and five percent (5%) rates, employees shall pay such increased amount. The retirement plan is the M.E.R.S. B-2. Effective June 30, 1998, the Retirement Plan shall be upgraded from the M.E.R.S. B-2 Plan to the M.E.R.S. B-3 Plan, with the employee paying the actual cost of such upgrade through payroll deduction. Payroll deduction for retirement shall be capped at 2/10ths of one percent (.2%) of wages from June 30, 1998, on.

New employees hired after July 1, 1995, will not participate in the MERS defined benefit retirement plan, but shall be placed in a defined contribution retirement plan, with the City contributing five percent (5%) of gross annual wages to such plan.

ARTICLE XVIII

Section 63. This Agreement shall remain in full force and effect through June 30, 1998, and shall be automatically renewable from year to year thereafter unless either party wishes to terminate, modify or change this Agreement, in which event notification of such must be given to the other party in writing 120 days prior to the expiration of this Agreement. Second party to acknowledge the request in writing and be prepared to negotiate within thirty (30) days.

Section 64. This Agreement contains the entire agreement between the parties, and during its term neither shall be required to bargain on any subject whether mentioned herein or not, provided, however, that without opening this Agreement, the parties shall meet from time to time upon mutual agreement to discuss changes, modifications and problems concerning this Agreement. They shall further carry on discussion with respect to grievances and any additional problems concerning wages, hours and conditions of employment.

WITNESSED:

Paul D. [Signature]
Stephen N. Grace
Kenneth D. Kromber
Mary Muir

GRANDVILLE CITY
EMPLOYEES' ASSOCIATION

Steve [Signature]
Keith [Signature]

CITY OF GRANDVILLE

James R. [Signature]
W. Davis Borch

SCHEDULE "A"

INSURANCE COVERAGE PLAN

The insurance coverage plan shall be as described in the City of Grandville Schedule of Benefits provided by the City's current Group Health Insurance provider or administrator. Copies of this plan summary are attached to the original signed contracts retained by both the Association and the City. All current employees have been previously provided a copy of this summary plan description, and all new employees will be provided a copy upon commencing work for the City.

APPENDIX "A-1"
(Effective July 1, 1995 - September 30, 1996)

INSURANCE
SCHEDULE OF BENEFITS

1. ELIGIBILITY

ELIGIBLE EMPLOYEES

All full-time employees of the Company who are working a minimum of thirty (30) hours per week.

INITIAL ELIGIBILITY DATE FOR NEW EMPLOYEES

The first day of the month following completion of thirty (30) continuous days of active employment with the City.

AGE LIMITATION FOR ELIGIBLE DEPENDENT CHILDREN

The end of the year in which the child attains age 19, except that a regular full-time student at an accredited college or university who is dependent upon the employee for support is eligible until age 25.

SPONSORED DEPENDENTS

Certain dependents other than children may qualify for coverage under this Plan. Please consult the definition of "Dependent" for details.

2. COVERED BENEFITS

FOR ALL ELIGIBLE EMPLOYEES AND DEPENDENTS

<u>Type of Coverage</u>	<u>Benefits</u>
SUPPLEMENTAL ACCIDENT BENEFIT	
Maximum payable at 100% per accident	\$300.00
HOSPITAL REVIEW NON-COMPLIANCE PENALTY	\$250.00
HOSPICE CARE BENEFIT	
Payable at	100%
Maximum Lifetime Benefit	\$6,884.00
Maximum Payable for Related Physicians's charges	\$650.00
Maximum Periods of Treatment	2/90-day and 1/30-day Period
PRESCRIPTION DRUG BENEFIT	
Co-pay Amount per Prescription or Refill	\$5.00

BASIC MEDICAL EXPENSES

<u>Type of Coverage</u>	<u>Benefits</u>
HOSPITAL EXPENSE BENEFIT	
In-Patient Hospital Expense	
• Daily Room and Board Limit	The hospital's standard semi-private rate
• Intensive Care	Usual, customary and reasonable (UCR) charges

Type of Coverage

Benefits

- Extended Care Facility (subject to the overall in-patient maximum and when in lieu of in-patient hospitalization) Standard semi-private rate
- Miscellaneous Hospital Expense (subject to the overall in-patient maximum) UCR Charges
- Overall In-Patient Maximum per Confinement (except that no more than 30 days of confinement will be covered for treatment of tuberculosis or mental and nervous disorders) 120 Days

Out-Patient Hospital Expense

- Usual, Customary and Reasonable Charges (for emergency, accident or medical care; pre-admission testing, physical therapy treatment for a period of up to 60 days from the initial treatment; or hemodialysis (use of an artificial kidney machine) in the hospital, out-patient hospital department or at home) Paid in Full

PHYSICIAN EXPENSE

Surgical & Anesthesia Expense

- Usual, Customary and Reasonable Charges (includes surgical assistant when medically necessary) Paid in Full

Type of Coverage

Benefits

In-Hospital Physician's Visits
(including consultations)

- Usual, Customary and Reasonable Charges
(except that medical visits in connection with
treatment of tuberculosis or mental and nervous
disorders will be limited to the first 30 days of
confinement)

Paid in Full

Hemodialysis

- Usual, Customary and Reasonable Charges
(for services related to the use of an artificial
kidney machine in the hospital or hospital
out-patient department)

Paid in Full

Diagnostic X-ray & Laboratory Expense

- Usual, Customary and Reasonable Charges
(after the individual has satisfied a deductible
amount of 10% of the charges or \$5.00,
whichever is greater)

Paid in Full

Ambulance

UCR Charges

MAJOR MEDICAL BENEFITS

Calendar Year Deductible

Per Covered Person	\$ 50.00
Per Covered Family	\$100.00

Benefit Percentage for Major Medical Expenses

First \$10,000 of Eligible Expenses in Excess of Deductible Incurred by All Covered Family Members Combined During a Calendar Year	90%
Balance of Expenses in that Calendar Year	100%

<u>Type of Coverage</u>	<u>Benefits</u>
-------------------------	-----------------

Private Duty Nursing paid at	75%
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Out-patient Treatment of Mental/Nervous Conditions and Substance Abuse, paid at	75%*
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- Annual payable State Maximum**

- Maximum payable in any 2
or more years \$5,000.00

*Private duty nursing charges and charges for treatment of mental/nervous conditions and substance abuse do not count toward the satisfaction of the out-of-pocket maximum nor do they qualify for payment at 100%

**Maximum is adjusted each March in accordance with any increase or decrease in the Consumer Price Index.

Maximum Lifetime Benefit for Major Medical Expenses per Covered Person	\$1,000,000.00
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Maximum Annual Benefit for Mental/ Nervous Expense per Covered Person	\$15,000.00
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Maximum Lifetime Benefit for Mental/ Nervous Expense per Covered Person	\$30,000.00
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Maximum Eligible Major Medical Expenses

- Daily Hospital Room and Board Limit The hospital's standard semi-private rate
- Intensive Care The hospital's actual charge
- Extended Care Daily Limit The facility's standard semi-private rate
- All Other Eligible Medical Expense Usual, customary and reasonable charges

Type of Coverage

Benefits

DENTAL CARE EXPENSE BENEFIT

Class I - Preventive, payable at	75%
Regular Examinations	
X-rays and Laboratory Tests	
Emergency Treatment for Relief of Pain	
Cleaning and Fluoridation	
Children's Space Maintainers	
Class II - Restorative, payable at	50%
Fillings and Crowns	
Root Canals	
Treatment of Gums and Bones	
Surgical Extractions	
Adjustment and Relining of Existing Dentures and Bridges	
General Anesthesia	
Class III - Prosthodontia, payable at	50%
Construction and installation of <u>NEW</u> dentures and bridges	
Class I, Class II and Class III combined	
Annual Maximum Benefit	\$800.00
Class IV - Orthodontic, payable at	50%*
Lifetime Maximum Benefit	\$1,000.00

Orthodontic benefits are available only to dependent children under age 19.

APPENDIX "A-2"
(Effective October 1, 1996)

INSURANCE
SCHEDULE OF BENEFITS

1. ELIGIBILITY

ELIGIBLE EMPLOYEES

All full-time employees of the Company who are working a minimum of thirty (30) hours per week.

INITIAL ELIGIBILITY DATE FOR NEW EMPLOYEES

The first day of the month following completion of thirty (30) continuous days of active employment with the City.

AGE LIMITATION FOR ELIGIBLE DEPENDENT CHILDREN

The end of the year in which the child attains age 19, except that a regular full-time student at an accredited college or university who is dependent upon the employee for support is eligible until age 25.

SPONSORED DEPENDENTS

Certain dependents other than children may qualify for coverage under this Plan. Please consult the definition of "Dependent" for details.

2. COVERED BENEFITS

FOR ALL ELIGIBLE EMPLOYEES AND DEPENDENTS

<u>Type of Coverage</u>	<u>Benefits</u>
SUPPLEMENTAL ACCIDENT BENEFIT	
Maximum payable at 100% per accident	\$300.00
HOSPITAL REVIEW NON-COMPLIANCE PENALTY	\$250.00
PRESCRIPTION DRUG BENEFIT	\$5.00
Co-Pay amount per prescription or refill	

APPENDIX A-2

ELIGIBLE MAJOR MEDICAL EXPENSES

	<u>PPOM</u>	<u>NON-PPO</u> Ded. \$200/400
HOSPITAL EXPENSE		
I/P Room and Board	100%	80%
I/P ICU	100%	80%
I/P Miscellaneous	100%	80%
O/P ER/Emergency	\$25 copay/100%	80%
O/P Operating Room	100%	80%
O/P Clinic	100%	80%
OUTPATIENT FACILITY EXPENSE - OUTPATIENT FACILITIES		
Ambulatory surgical centers	100%	80%
Emergency air ambulance	100%	80%
AMBULANCE		
Ambulance transportation	80%	80%
Emergency air ambulance	80%	80%
PHYSICIANS EXPENSE		
Hospital Visits	100%	80%
Emergency Medical Care	100%	80%
Office & Home Visits	\$10 copay/100%	80%
Home Visits	100%	80%
Consultations	100%	80%
Routine Physicals/tests	\$10 copay/100%	NC
Well Child Care/Immunizations	\$10 copay/100%	NC
Surgeon/assistant surgeon	100%	80%
Anesthesiologist	100%	80%
Other Physician Services	100%	80%

RADIOLOGIST/PATHOLOGIST EXPENSE

Diagnostic/laboratory tests	100%	80%
Radiation & Chemotherapy	100%	80%

OTHER ELIGIBLE MEDICAL EXPENSES

Therapy	100%	80%
Orthopedics	100%	80%
Prosthetics	100%	80%
Medical Supplies/services	100%	80%
Extended Care	100%	80%
Hospice	100%	80%
Home Health Care	100%	80%

MENTAL NERVOUS/SUBSTANCE ABUSE

Inpatient	75%	50%
Outpatient	75%	50%

SCHEDULE "B" WAGE RATES

Effective July 1, 1995

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
C-1	7.57	8.05	8.50	8.98	9.46		
C-2			9.04	9.47	9.91		
G-1	9.27	9.73	10.18	10.56			
M-1	11.98	12.41	12.75	13.10	14.17	14.48	15.06
M-2	12.90	13.39	13.70	14.22	14.81	15.41	
M-3	13.67	13.92	14.47	15.05	15.65		
M-4			14.23	14.78	15.39	16.01	
M-5						16.62	

Effective July 1, 1996

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
C-1	7.80	8.29	8.76	9.25	9.74		
C-2			9.04	9.47	9.91		
G-1	9.55	10.02	10.49	10.88			
M-1	12.34	12.78	13.13	13.49	14.60	14.91	15.51
M-2	13.29	13.79	14.11	14.65	15.25	15.87	
M-3	14.08	14.34	14.90	15.50	16.12		
M-4			14.66	15.22	15.85	16.49	
M-5						17.12	

Each employee on the active payroll as of July 1, 1996, shall receive a one-time One Hundred Fifty Dollar (\$150) bonus.

Effective July 1, 1997

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
C-1	8.07	8.58	9.07	9.57	10.08		
C-2			9.04	9.47	9.91		
G-1	9.88	10.37	10.86	11.26			
M-1	12.77	13.23	13.59	13.96	15.11	15.43	16.05
M-2	13.76	14.27	14.60	15.16	15.78	16.43	
M-3	14.57	14.84	15.42	16.04	16.68		
M-4			15.17	15.75	16.40	17.07	
M-5						17.72	

The wages set forth above which are effective July 1, 1997, shall be modified as follows: If the cost of living has increased by less than 2%, the wages shall be decreased by 1%. If the cost of living has increased by more than 7%, the wages will be increased by 1%. Any increase or decrease in the cost of living shall be determined by reference to the percentage of change in the revised Consumers Price Index - Wage Earners (CPI-W) published by the U.S. Department of Labor, Bureau of Labor Statistics for the month of March 1997, on the same index twelve (12) months earlier.

SHIFT PREMIUM

During all years of the Agreement, there shall be a shift premium beginning at 11:00 p.m. and continuing until 8:00 a.m. Any hours actually worked which fall within that time shall receive a premium of twenty cents (20¢) per hour. The premium shall be added to the regular rate, and overtime shall be applied to that rate.

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

ACTING ASSIGNMENT PAY

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

SCHEDULE "C"
EMPLOYEE CLASSIFICATIONS AND STEP LEVELS

Job Descriptions

EXAMPLES:

M-3 = Mechanic

Mechanic duties shall include motor overhaul, tune-ups, transmission repair and the like.

M-1 = Maintenance Worker

Laborer, light equipment operator, heavy equipment operator, truck driver, general competence in the public works field.

Prior to July 1, 1990, Director to prepare and review job descriptions with the unit and place on file.

LETTER OF UNDERSTANDING - DRUG POLICY

The parties mutually agree to establish a committee to work with the City Manager's office on implementation of a policy or guidelines by January 1, 1996, addressing the issues of drug testing and drug policies.

GRANDVILLE CITY EMPLOYEES ASSOCIATION

By Stephen Sly

Its President

Date 9-1-95

CITY OF GRANDVILLE

By Charles A. Furd

Its Mayor

Date 9.1.95

LETTER OF UNDERSTANDING

C-2 Position
Ruth Johnson

It has become apparent during the process of re-negotiating this Agreement that the rate of pay for Ruth Johnson currently occupying the C-2 position has out-distanced other clerical pay rates within the City. The dilemma is two-fold; with the first part being that the workload and responsibility assumed by Ruth Johnson in the C-2 position being above and beyond other general clerical/ secretarial positions; and secondly that it is in the interest of the Employer and the Association to see this employee provided an equal pay raise to that received by other unit members and recognition of the continued availability of her C-2 position. To this end, it is agreed within this Letter of Understanding that the C-2 pay rate for the duration of this contract be frozen, however, Ruth Johnson shall receive a rate of pay as contained in the following schedule so long as she continues in her current capacity:

July 1, 1995 - \$11.48/hr.
July 1, 1996 - \$11.82/hr.
July 1, 1997 - \$12.25/hr.

GRANDVILLE CITY EMPLOYEES ASSOCIATION

By Steve Shytle
Its President
Date 9-1-95

CITY OF GRANDVILLE

By James R. Buck
Its Mayor
Date 9-1-95

LETTER OF UNDERSTANDING
FLEXIBLE BENEFITS

The City agrees to establish and administer a Flexible Benefit Plan (for incidental/miscellaneous medical costs incurred by employees per IRS Rules). This will be an option made available to DPW employees.

GRANDVILLE CITY EMPLOYEES ASSOCIATION

By Steve Shoyt
Its President
Date 9-7-90

CITY OF GRANDVILLE

By James R. Gush
Its Mayor
Date 9.1.90