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6/30/97

CITY OF GRANDVILLE

and

GRANDVILLE WASTEWATER TREATMENT EMPLOYEES

1994-1997

*Grandville, City of*

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## AGREEMENT

THIS THREE-YEAR AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 1994, by and between the CITY OF GRANDVILLE, hereinafter called the "City," and the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 586, 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 Wastewater Treatment Department, except the Department Superintendent and/or Assistant Superintendent.

### ARTICLE II

#### Association Representation

Section 3. The City agrees to recognize a negotiating committee. The Negotiating Committee shall represent the Association in meetings with the City for the purpose of collective bargaining and for the purpose

of administration of this Agreement. The Negotiating Committee representing the Association as well as the negotiating committee representing the City, shall each be represented by not more than three (3) persons.

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

### ARTICLE III

#### Association Membership

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

(e) Management reserves the right to create new jobs or to change classifications within the Wastewater Treatment 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 a 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 or 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, or on layoff and/or approved leaves of absence.

## ARTICLE V

### Hours and Overtime

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 worked in excess of eight (8) hours per day or forty (40) hours per week, except as in Section 43.

Section 11. Participation in parades shall be on a voluntary basis with no compensation. Overtime work at the Wastewater Plant shall be rotated among the qualified operators.

Section 12. If any member is called in by his Supervisor (or by Police personnel for an emergency) after having left work for the day, he shall receive a minimum of three (3) hours pay at straight time or for the actual hours worked at time and one-half, whichever is greater.

## ARTICLE VI

### Grievance Procedure

Section 13. For the purpose of this Agreement, the term "grievance" means a dispute between the City and the Association or between the City and any member or members in which it is claimed that a specific provision of this Agreement has been violated, misinterpreted or misapplied.

Section 14. Any grievance shall be settled in accordance with the following procedure:

- Step 1 - Each grievance shall be in writing, be signed by the aggrieved employee and presented to the Department Director within five (5) working days after occurrence of the matter which gave rise to the grievance, or within five (5) working days after he should reasonably have known of the occurrence. The Department Director shall make a written answer within five (5) working days thereafter.
  
- Step 2 - If such answer is not satisfactory, it may within ten (10) working days after receipt, be referred in writing to the City Manager by the Grievance Committee. If any new or additional grounds or reasons are given for the grievance, it shall be refiled with the Department Director for an answer. The City Manager shall discuss the grievance within five (5) working days after his receipt of it with the Grievance Committee and within ten (10) working days after such meeting give his written answer.

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

Section 15. 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 16. Seniority is continuous service with the City measured by the time spent on the active payroll plus approved absences, unless otherwise provided in this Agreement. The purpose of seniority is to provide a declared policy of right or preference affecting employees' rights and privileges as provided in this Agreement.

Section 17. A member seniority list shall be prepared as of January 1 of every year by the City and a copy supplied to the Association by January 15 each year. The list shall be revised and kept current from time to time by the City.

Section 18. (a) Employees' seniority shall be the controlling factor in any layoffs or recalls, providing that the employees retained have the experience, special skill and ability to do the work required.

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



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

Section 19. 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 for the provisions of this Agreement. There shall be no responsibility on the part of the City for the rehiring or recalling of a probationary employee if his services have been dispensed within the probationary period and such employee shall have no recourse to the grievance procedure.

Section 20. 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 21. In case of extended non-duty sickness or injury, an employee who exhausts his/her sick leave days and vacation allowance shall continue to accumulate seniority for a total of twelve (12) months. Thereafter, he/she shall be granted a sick leave of absence without further accrual of seniority for the duration of the recuperation period or twenty-four (24) months, whichever is shorter. Upon the City receiving a physician's statement indicating the employee's fitness to return to work, he/she will be reinstated in accordance with his/her accrued seniority.

## ARTICLE VIII

### Leave of Absence and Sick Leave

Section 22. Employees may, at the discretion of the City, be granted leaves of absence without pay; also employee will not earn vacation days and will not be credited with sick leave days nor seniority. The City will continue to carry health and life insurance coverage on the member. However, the member will be responsible for all premiums advanced by the City while the member was on leave. Leave shall be granted on approval of the department director and the City Manager.

Section 23. Request for leave shall be in writing and shall be signed by the employee and given to the department director. Such request shall state the reasons for the leave. Approval shall be in writing by the employee's department director and the City Manager. Approval of leave shall not reduce the normal number of weekends off nor shall it affect the normal vacation policy of the Wastewater Plant.

Section 24. It is agreed that employees shall earn and be granted paid sick leave in accordance with the following schedule:

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

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

(c) In no case shall the accumulated sick leave exceed one hundred eighty (180) days. In lieu of adding those days to the sick leave bank, on or about December 1 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 Department Head 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 January 15 of each year.

(e) 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 one hundred eighty (180) unused accumulated days will be compensated for at a rate equal to one-third (1/3) of the employee's daily base rate.

Section 25. Sick leave, when arranged for and approved in advance by the department director and City Manager, shall be granted:

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

(b) When death occurs in the employee's immediate family (spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren). It is understood that in the event of death of any of the parties heretofore stated, up to three (3) working days paid leave to make arrangements for and attend the funeral may be compensated for by the City with no invasion of the member's sick leave bank at the discretion of the City Manager. All employees will request time off in writing to the City Manager.

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

Section 26. 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 27. 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 28. 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 29. In case of a work incapacitating injury or illness for which the employee is or may be eligible for work disability benefits under the Workers' 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, Workers' Compensation by the difference between Workers' Compensation and the employee's normal weekly earning, excluding overtime.

Section 30. 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, provided no more than two (2) years from the onset of the handicap have elapsed. In so doing, the City will attempt to place the employee in a position as close to his previous wage scale as possible. City to make final determination as to qualifications of employee for a given position.

Section 31. Within any one (1) year, up to five (5) days accumulated sick leave credits may be transferred to another employee's exhausted sick leave bank upon a written request to do so being presented to the City Manager by the donor. A limit of fifty (50) days sick leave credits may be received by any employee in any yearly period.

Section 32. Military leave shall be granted as follows:

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

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

(c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units, or by the Michigan National Guard, in order to protect the rights of the citizens of the State of Michigan or any other state or the U.S. Government, shall be paid by the City the difference between the amount he receives for such duty and his full salary for a period of up to twenty (20) working days.

Section 33. 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 34. Full-time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

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

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

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

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

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

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

Section 35. Vacation pay shall be computed on the basis of the employee's normal workweek.

Section 36. Although the City reserves the right to schedule vacations, it is hereby agreed that an effort shall be made by the City to schedule vacation leave consistent with the seniority status of the employee, the desires of the employee together with the manpower and workload requirements as determined by the City.

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

## ARTICLE X

### Holidays

Section 37. The employees shall be entitled to holiday leaves with pay on the following recognized holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day,

Thanksgiving Day, day after Thanksgiving, the day before Christmas, Christmas Day and two (2) personal business days. Veterans Day and two (2) personal business days may be used as additional vacation days at the pleasure of the employee. Personal business days are earned as of December 31 of each year.

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

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

Section 38. Employees shall use the personal business day credits anytime after January 1 of each year. These credits shall not accumulate beyond the times specified unless arrangements are agreed upon as provided in Section 36.

Section 39. In no instances shall the vital services of the City to the community be interrupted by reason of observance of any holidays.

Section 40. Any employee to be eligible for a holiday with pay must be a full-time employee on the day of the holiday and must have worked on the last regularly scheduled workday immediately preceding and immediately following the holiday unless employee is off such days because of sickness compensated by his accumulated sick leave days, approved vacation period, or approved personal business day.

Section 41. Full-time employees who are scheduled to work on a holiday but request the holiday off and are then not required to work subsequent to the Department Director's approval, will be compensated as follows:

Eight (8) hours at regular pay.

Section 42. Full-time employees who are required to work on any approved holiday will be compensated at the discretion of the employee as follows:

- (a) Eight (8) hours holiday pay plus time and one-half for hours actually worked; or
- (b) Eight (8) hours at regular pay plus twelve (12) hours compensatory time off.

Section 43. Full-time employees who are not scheduled to work a recognized holiday will be compensated as follows: Eight (8) hours at regular pay or eight (8) hours compensatory time off. When a

recognized holiday falls within an employee's scheduled vacation period, the employee will be entitled to an extra day of vacation to be taken at the pleasure of the employee.

### Insurance

Section 44. (a) The City shall pay the required premium for full-time employees and spouse, plus the full cost of coverage for his/her child dependents to age 19, for the hospitalization and dental plans described in Appendix A-1. An employee may, at his/her own expense, elect to extend insurance coverage for eligible dependent children or sponsored dependents. Effective October 1, 1995, the hospitalization plan will change to that described in Appendix A-2. A designated HMO plan(s) is available for which the City will pay 100% of the required monthly premium until June 30, 1997, at which time the City's contribution for HMO premiums will be limited to the amount paid for conventional health insurance.

(b) Insurance Continuation - not including life or dental coverages or the \$2.00 co-pay rider. The City shall pay the required premium for Hospital-Surgical and Medical Plan and Master Medical Plan insurance for an employee who retires after July 1, 1985, at the age of 60 years or more, for the retiree and spouse beginning with the month of retirement and continuing until the month in which the retiree reaches or would have reached the age of 65, up to a maximum of \$150.00 per month.

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

Section 45. The City shall provide fully paid Twenty-Five Thousand Dollar (\$25,000) life insurance policies for all members of the Grandville Environmental Employees' Association. This amount is to be increased to Fifty Thousand Dollars (\$50,000) in case of accidental death on or off duty.

## ARTICLE XII

### Wages

Section 46. (a) Wage and salary rates shall be paid in accordance with the applicable Schedule "A" effective July 1, 1994.



(b) All association members with a "C" license certification or higher shall be eligible to receive Operator II wages.

### Article XIII

#### Miscellaneous Provisions

Section 47. (a) Time off with or without pay to attend funerals for persons other than those outlined specifically in this contract may be arranged upon approval of the Department Director and City Manager.

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

Section 48. It is hereby agreed that the City shall pay employees twenty cents (20¢) per mile for the use of employee-owned vehicles on City business.

Section 49. It is agreed that the City will furnish to all employees desiring the same, tetanus, and hepatitis shots. Employees who desire flu shots can obtain them from the County Health Department or other City-approved provider with the City to reimburse the employee for the cost of the shot, if any.

Section 50. It is agreed that the City shall furnish six (6) uniforms consisting of regular slacks and long sleeve shirts with monograms or their equivalent in value from the items shown on the attached uniform list, with semi-annual issues during April and October of each year. Each employee shall wear the uniform while performing duty for the City.

Section 51. If requested, the employee will be furnished a copy of his efficiency report. All efficiency reports to be in writing.

Section 52. 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 52(b). Any permanent employee who requests a leave of absence not to exceed twenty (20) working days, to participate in a branch of 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 for the period not to exceed twenty (20) working days.

Section 53. To promote the general welfare and safety of the employees, the City shall work with the Association in establishing a general safety policy for the employees of the City in all phases of employment, including the use of vehicles and machinery and the environs in which they are employed. To promote the safety of each employee, the City shall provide a hard hat, ear protection, safety glasses, and safety shoes with steel toes. The need, frequency of replacement and cost of safety shoes and prescription safety glasses shall be determined by the Department Supervisor.

Section 54. When a job vacancy or new opening appears, the job shall be posted in all departments. Upon posting the job, and upon the City receiving an adequate number of qualified applications, tests and evaluations will be completed within three (3) weeks and appointments made within one (1) additional week. Advancements within the departments will warrant a raise in pay. Placement or advancement shall be at the City's discretion and the City shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. Supervisors shall discuss with an employee whose merit increase could be delayed, the reason for the same at least sixty (60) days prior to the employee's anniversary date, to afford the employee an opportunity to sufficiently correct the stated work or personal deficiencies. Said deficiencies shall be presented to the employee in writing and shall become a permanent part of his personnel file.

#### ARTICLE XIV

##### City Rights

Section 55. The City shall remain vested with all management functions, including, but not limited to, the direction of the work forces; the full and exclusive right to hire, promote, demote, discharge and discipline employees; promulgate reasonable rules and regulations governing the conduct of employees and require their observance; make temporary job assignments necessary to ensure the efficient performance of work; control the use of vacations so as not to jeopardize the functions of the City; establish and direct the location and methods

of work, job assignments and work schedules; maintain order and efficiency; change existing methods and facilities and introduce new or improved facilities; determine the hours of work, including starting and quitting time, and length of workweek; accomplish reduction of the work force for efficiency purposes and layoff for lack of work; control, direct and supervise all equipment, subject to the terms of this agreement, and to subcontract or purchase any goods and services and not cause the elimination of a department or the loss of employment for current employees; and reserving to the City all managerial prerogatives, present and future, restricted only by specific and express terms hereof to the contrary.

#### ARTICLE XV

##### No Strike

Section 56. 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 XVI

##### Duration

Section 57. This Agreement shall remain in full force and effect until July 1, 1997, and shall be automatically renewable from year to year thereafter, unless either party wishes to terminate, modify, or change this Agreement, in which event, notification of such must be given to the other party in writing one hundred twenty (120) days prior to the expiration of this Agreement. Second party to acknowledge request in writing and be prepared to negotiate within thirty (30) days.

Section 58. This Agreement contains the entire agreement between the parties and during its term neither shall be required to bargain on any subject whether mentioned herein or not, provided, however, that without opening this Agreement, the parties shall meet from time to time upon mutual agreement to discuss changes, modifications and problems concerning this Agreement. They shall further carry on discussion with respect to grievances and any additional problems concerning wages, hours, and conditions of employment.

Section 59. Effective July 1, 1995, 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 July 1, 1995, to June 30, 1996, and capped at 4/10ths of one percent (.4%) from July 1, 1996, to June 30, 1997.

New employees hired after July 1, 1994, 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.

Witnessed:

Todd Wright  
\_\_\_\_\_

SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO, LOCAL 586

James Shitto  
Dale Matney  
\_\_\_\_\_

Witnessed:

Kenneth D. Krumben  
\_\_\_\_\_

CITY OF GRANDVILLE

Jim B. [Signature]  
\_\_\_\_\_

SCHEDULE "A"

Effective July 1, 1994

	<u>START</u>	<u>6 MOS</u>	<u>1ST YR</u>	<u>2ND YR</u>	<u>3RD YR</u>	<u>4TH YR</u>	<u>5TH YR</u>
Operator I	10.91	11.57	12.15	12.69	13.13	13.42	13.89
Operator II	12.63	13.22	14.23	14.76	15.14	15.46	15.78
Operator III	--	--	14.46	14.94	15.31	15.71	16.26

Effective July 1, 1995

Operator I	11.24	11.92	12.51	13.07	13.52	13.82	14.31
Operator II	13.01	13.62	14.23	15.20	15.59	15.92	16.25
Operator III	--	--	14.89	15.39	15.77	16.18	16.75

Effective July 1, 1996

Operator I	11.58	12.28	12.89	13.46	13.93	14.23	14.74
Operator II	13.40	14.03	14.66	15.20	16.06	16.40	16.74
Operator III	--	--	15.34	15.85	16.24	16.67	17.25

**SHIFT PREMIUM:** In addition to the above wages, the City will pay twenty-five cents (\$.25) per hour for second shift (4:00 p.m. to 12 midnight) and twenty-five cents (\$.25) per hour for third shift (12 midnight to 8:00 a.m.).

**LICENSE PAY:** In addition to the above wages, the City will pay a one-time bonus of \$150 to each employee upon obtaining the State of Michigan Wastewater Operator's "B" License Certification. Any current employee who already holds the "B" license certification and who is not classified as an Operator III will also receive a one-time \$150 bonus.

Under normal conditions there will be in the Wastewater Department:

Operators (I or II) 9

Operators III 2

Operator I is considered to be an employee with no certification or a "D" operator's license.

Operator II is considered to be an employee with a "C" or higher operator's license.

Operator III is considered to be an employee "lead man" with at least a "B" operator's license.

APPENDIX A-1

INSURANCE  
SCHEDULE OF BENEFITS

1. ELIGIBILITY

ELIGIBLE EMPLOYEES: All full-time employees of the City 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 Physician'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	\$2.00

Type of Coverage

Benefits

BASIC MEDICAL EXPENSES:

I. 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 |
| - | 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 |
|---|--|--------------|

Type of Coverage

Benefits

II. PHYSICIAN EXPENSE:

Surgical & Anesthesia Expense--

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

In-Hospital Physician's Visits--  
(including consultations)

- Usual, Customary and Reasonable Charges (except that medical visits in connection with the 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



Type of Coverage

Benefits

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%
Private Duty Nursing, paid at	75%*
Out-patient Treatment of Mental/Nervous Conditions and Substance Abuse, paid at	75%*
- 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
Maximum Annual Benefit for Mental/Nervous Expense per Covered Person	\$15,000.00
Maximum Lifetime Benefit for Mental/Nervous Expense per Covered Person	\$30,000.00

Maximum Eligible Major Medical Expenses:

Daily Hospital Room & Board Limit	The Hospital's Standard Semi-Private Rate
Intensive Care	The Hospital's Actual Charge

Type of Coverage

Benefits

Extended Care Daily Limit

The Facility's Standard Semi-Private Rate

All Other Eligible Medical Expenses

Usual, Customary and Reasonable Charges

**DENTAL CARE EXPENSE BENEFIT PLAN**

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  
NEW dentures and bridges

Class I, Class II, and Class III combined

Annual Maximum Benefit \$800

Class IV - Orthodontic, payable at 50%\*

Lifetime Maximum Benefit \$1,000

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

APPENDIX A-2  
INSURANCE  
SCHEDULE OF BENEFITS

**1. ELIGIBILITY**

ELIGIBLE EMPLOYEES: All full-time employees of the City 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: Co-Pay Amount per Prescription or Refill	\$5.00

APPENDIX A-2  
ELIGIBLE MAJOR MEDICAL EXPENSES  
SUGGESTED BENEFIT DESIGN

	<u>PPOM</u>	<u>NON-PPO</u> DED. \$200/400
<b>HOSPITAL EXPENSE</b>		
I/P Room & 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%
<b>OUTPATIENT FACILITY EXPENSE - OUTPATIENT FACILITIES</b>		
Ambulatory surgical centers	100%	80%
Emergency air ambulance	100%	80%
<b>AMBULANCE</b>		
Ambulance transportation	80%	80%
Emergency air ambulance	80%	80%
<b>PHYSICIANS EXPENSE</b>		
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%
<b>RADIOLOGIST/PATHOLOGIST EXPENSE</b>		
Diagnostic/laboratory tests	100%	80%
Radiation & Chemotherapy	100%	80%
<b>OTHER ELIGIBLE MEDICAL EXPENSES</b>		
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%
<b>MENTAL NERVOUS/SUBSTANCE ABUSE</b>		
Inpatient:	75%	50%
Outpatient:	75%	50%

APPENDIX A-3  
BENEFITS OTHER THAN HEALTH CARE

DENTAL BENEFITS FOR WASTEWATER TREATMENT EMPLOYEES

**NOTE:** Dental Benefits are not available to any Retiree or the Retiree's spouse

BENEFITS	LIMITS
Type I - Preventive Dental Services	75%
Type II - Minor Restorative Dental Services	50%
Type III- Major Restorative Dental Services	50%
Type IV - Orthodontic Services *For Dependent children under nineteen (19) years of age only	50%*
Maximum benefit paid per Covered Person per Calendar Year for Types I, II and III Services	\$800.00
Maximum benefit paid per Covered Person per Lifetime for Type IV Services	\$1000.00

\*\*\*\*\*

**MOTOR VEHICLE EXCLUSION - Michigan Residents Only**

**BENEFITS ARE NOT PAYABLE UNDER THIS PLAN FOR INJURIES  
RECEIVED IN AN ACCIDENT INVOLVING A MOTOR VEHICLE AS  
DEFINED IN THE PLAN.**

\*\*\*\*\*

UNIFORM LIST

<u>ITEM</u>	<u>NUMBER</u>	<u>PRICE</u>
<u>SHIRTS</u>		
Long Sleeve*	SP50MB	\$17.50
Long Sleeve 100% Cotton	SC10LB	18.50
Short Sleeve	SP60MB	16.50
Short Sleeve 100% Cotton	SC10LB	17.50
Pull-Over Shirt, Knit	LB	13.00
T-Shirt, Pocket	NV	6.50
<u>SLACKS</u>		
Regular* PT10NV	\$17.00	
Western Cut	PT50NV	17.00
Western Cut/Heavy	PT70NV	18.00
Regular 100% Cotton	PC10NV	18.00
<u>COVERALLS/LABCOATS/SHOPCOATS</u>		
Insulated CT30NV	\$43.50	
Uninsulated	CT10NV	24.50
Uninsulated 100% Cotton	CC14NV	26.50
Knee Length	KT30NV	19.50
Knee Length	KT30WH	19.50
<u>JACKETS</u>		
Hooded Parka/Heavy	9166NV	\$87.50
Bomber/Heavy	7416NV	50.00
Ike, Lined	JT10NV	26.50
Surcoat, 3/4 length, lined	JT50NV	27.50
Windbreaker, fleece lined	NV	29.50
Windbreaker, cotton lined	NV	24.50
Windbreaker, unlined	NV	17.50
<u>SWEATER/SWEATSHIRTS</u>		
Sweater, long sleeve	NV	\$30.00
Sweatshirt, hooded	AD6-4180NV/GRY	27.00
Sweatshirt, placket-tie	AD6-0222NV/GRY	35.00

RAIN GEAR AND GLOVES

You may purchase any available.

GLOVES

Appropriate gloves may be purchased.

\*Regular Uniform Components

MEMORANDUM OF AGREEMENT

During the 1991 contract negotiations between the City of Grandville and the Grandville Environmental Employees' Association, the parties addressed the subject of employee drug testing. During these discussions, the City and the Association reached an understanding that the City's initial response to the issue of employee drug testing will be as follows:

A. The safety committee of the GEEA will be assigned to study the drug issue and prepare a recommendation or final report to the GEEA and management.

This Memorandum of Agreement is valid and remains in effect until July 1, 1994.

CITY OF GRANDVILLE

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO, LOCAL 586

1-10-95  
Date

James Shotton  
Dale Matney


MEMORANDUM OF AGREEMENT

The MERS Military Service Credit Option will be offered to the membership of the Grandville Environmental Employees' Association, during the period of this contract. Specifics as to timing will be arranged.

This Memorandum of Agreement is valid and remains in effect until July 1, 1994.

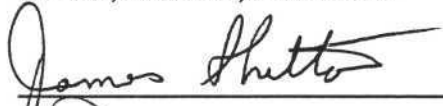
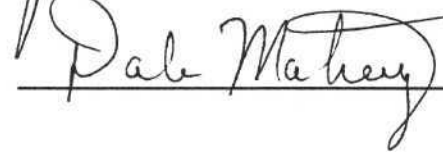
CITY OF GRANDVILLE

1/6/95  
Date

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

SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO, LOCAL 586

1-10-95  
Date

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



MEMORANDUM OF AGREEMENT

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

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

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

This Memorandum of Agreement is valid and remains in effect until July 1, 1997.

CITY OF GRANDVILLE

1/6/95  
Date

Jim A. Paul  
Kenneth D. Krumben

SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO, LOCAL 586

1/10/95  
Date

James Shelts  
Dale Matney

MEMORANDUM OF AGREEMENT

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

This Memorandum of Agreement is valid and remains in effect until July 1, 1997.

CITY OF GRANDVILLE

1/6/95  
Date

*[Signature]*  
Kenneth S. Kimbelen

SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO, LOCAL 586

1/10/95  
Date

*[Signature]*  
Dale Matney

cba.31