

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

AND

LOCAL 517M  
AFFILIATED WITH  
THE SERVICE EMPLOYEES INTERNATIONAL UNION,  
REPRESENTING  
EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS (including employees  
working in the Streets, Parks, Water and Cemetery), THE EMPLOYEES OF THE  
WATER TREATMENT FACILITY, AND THE EMPLOYEES OF THE GRAND HAVEN  
SPRING LAKE WASTEWATER TREATMENT FACILITY

**July 1, 2013 through June 30, 2016**

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(July 1, 2013 through June 30, 2016)

This Agreement made and entered into by and between the City of Grand Haven, Michigan, hereinafter referred to as the "Employer," and Local 517M, affiliated with the Service Employees International Union, hereinafter referred to as the "Union."

WITNESSETH:

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

## **ARTICLE ONE**

### **PREAMBLE**

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

The City of Grand Haven Public Service Department has been renamed the Department of Public Works. Based upon this reorganization, all current divisions under the current Public Service Department (cemetery, water distribution, streets & parks) will be combined into the Department of Public Works. A representative (crewleader) of each area (division) will help in the implementation and decisions in that particular area (division). Management shall make all final decisions. Motor Pool and Water Treatment will stay separate due to the need for special licenses.

All sections of the new contract that currently identifies the separate divisions, will be identified only as the Department of Public Works.

Seniority will be no longer be based upon divisions, but rather the Department of Public Works as a whole.

## **ARTICLE TWO**

### **RECOGNITION**

**Section 2.1** - The Employer recognizes the Union as the exclusive representative of all regular employees of the Public Works Department of the City of Grand Haven, including crew leaders and regular part-time employees, and all full-time and regular part-time operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant, but excluding office clerical employees, engineers and engineering aides, other professional employees, guards, supervisory personnel and temporary employees.

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

**Section 2.3** - A regular part-time employee shall be an employee who is hired for an indefinite period to fill a regular part-time position and who regularly works an average of less than 30 hours per week, or less than 130 hours per month.

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

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

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

**Section 2.7- Wastewater Treatment Plant Agreement.** *Notwithstanding the provisions of Section 2.1, above, and notwithstanding any other terms or provisions of this Agreement, it is understood and agreed that the City of Grand Haven's status as Employer of the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant in the above-described bargaining unit exists solely and exclusively by virtue of a certain Wastewater Treatment Plant Agreement, dated on or about September 18, 1973, between the Grand Haven- Spring Lake Sewer Authority, a Michigan authority, of Ottawa County, Michigan, whose principal plant (the "Wastewater Treatment Plant") is located at 1525 Washington Street, Grand Haven, Michigan, and*

*the City of Grand Haven, pursuant to which Wastewater Treatment Plant Agreement the City of Grand Haven manages, operates and maintains said plant and facility. It is further understood and agreed that the City of Grand Haven's rights and obligations under said Wastewater Treatment Plant Agreement are subject to termination and/or change, and that upon any such termination and/or change, the City of Grand Haven's obligations to the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant pursuant to this Agreement shall cease and terminate and this Agreement shall thereafter have no further force or effect for the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant.*

*In addition, all language of this Collective Bargaining Agreement which applies solely to the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant shall be set forth in italics.*

## ARTICLE THREE

### MEMBERSHIP AND DUES

**Section 3.1** – The authorization to check-off and deduct Union membership dues is strictly a matter of voluntary choice of the individual employee. Upon the receipt of a written authorization from an employee, and to the extent permitted by law, the employer shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the Union and the Employer by first class or registered mail during the period of fifteen (15) ten (10) days immediately prior to the succeeding the annual anniversary date of the contract (June 15 through June 30) employee's authorization.

**Section 3.2** - The Employer shall not be responsible for deducting Union dues while an employee is on leave of absence, layoff status, after the termination of the parties' Agreement, after an employee's employment relationship with the Employer has been terminated, or upon receiving written notice that the employee has revoked/rescinded his/her dues deduction authorization.

**Section 3.3** - The Employer shall not be liable to the Union, its members, or the employees it represents once such sums have been remitted to the Union and further, shall not be liable if such sums are lost when remitted by the United States Postal Service.

**Section 3.4** - The Employer's sole obligation under this Section is limited to deduction of dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.

**Section 3.5** - The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and/or other forms of liability arising out of or relating to the Employer's reliance upon or compliance with the provisions of this Article.

## **ARTICLE FOUR**

### **REPRESENTATION**

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

**Section 4.2** - The names of committeemen and alternates shall be given in writing to the Employer. No committeeman or alternate shall function as such until the Employer has been advised of his selection, in writing, by the officers of the Local Union, Chairman of the Division, and/or International or Council Representatives. Any changes in committeemen or alternates shall be reported to the Employer, in writing, as far in advance as possible.

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

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

## **ARTICLE FIVE**

### **GRIEVANCE PROCEDURE**

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

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

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

**Section 5.4 - Step 2:** Grievances which are not so settled shall be reduced to writing on appropriate forms and signed and dated by the aggrieved. The written grievance must state the date of the occurrence or non-occurrence of the event allegedly in violation of this Agreement, specify the sections(s) of this Agreement allegedly violated, and must be presented to the Department Director *or Wastewater Plant Superintendent* within ten (10) calendar days after the occurrence or non-occurrence of the event allegedly in violation of this Agreement and upon which the grievance is based. The committeeman may meet with the Department Director *or Wastewater Plant Superintendent* not later than seven (7) calendar days following the receipt of the grievance by the Department Director *or Wastewater Plant Superintendent*. The Department Director *or Wastewater Plant Superintendent* shall write his disposition on the grievance form and a copy shall be returned to the committeeman within seven (7) calendar days following the meeting (if held) or within seven (7) calendar days following receipt of the grievance by the Department Director *or Wastewater Plant Superintendent* (if no meeting is held).

**Section 5.5 - Step 3:** If a grievance is not adjusted by the above step and if the Union desires to appeal it, the bargaining committee shall appeal the matter to the City Manager, or his designee, by serving written notice of such appeal upon the City Manager within seven (7) calendar days after the Department Director's *or Wastewater Plant Superintendent's* written Step 2 answer. The City Manager or his designee will meet with the grievant, the steward, and the Local 517M representative within 21 calendar days.

**Section 5.6** -The City Manager, or his designee, shall render his written disposition within fourteen (14) calendar days after the meeting discussed in Section 5.5.

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

Any meeting with a Mediator shall be scheduled at a time agreeable to the Union, the Employer and the Mediator.

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

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

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

- (a) The recommendation(s) of the arbitrator shall be advisory only and shall not be binding on either the Employer or the Union;
- (b) Not more than one (1) grievance shall be heard by any arbitrator at any one time;
- (c) The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of the Agreement;
- (d) The arbitrator shall not base his recommendations(s) on state or federal law, but must make his recommendations(s) solely on the basis of the provisions of this Agreement;
- (e) The arbitrator shall not recommend any alteration in any policies, rules and/or actions of the Employer which are not specifically in violation of this Agreement;
- (f) The arbitrator shall not rule on any provision of the pension or insurance programs;
- (g) The arbitrator shall not recommend any adjustment or settlement of a

grievance retroactively more than the date of the occurrence or non-occurrence of the event allegedly in violation of this Agreement or seven (7) calendar days before the date of initiating the grievance, whichever is later, and any claim for or recommendation of back wages shall be offset by any unemployment compensation paid (except to the extent such unemployment compensation is repaid by the employee in question to the State of Michigan), and by any compensation derived from any substitute employment, during the period for which back wages are sought;

- (h) The arbitrator shall not recommend any punitive damages;
- (i) The arbitrator shall have no power to recommend new salary schedules, or to recommend any monetary adjustment where there has been no wage loss;
- (j) The arbitrator shall have no power to hear any grievance previously barred from the scope of the grievance procedure in a prior proceeding;
- (k) The costs or expenses of the arbitrator shall be shared equally by the Employer and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense; and
- (l) Any grievance which is not appealed to advisory arbitration with the time limit herein above provided shall be considered adjusted and may not thereafter be so appealed.

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

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

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

**Section 5.11** - Notwithstanding the provision of this grievance procedure, any individual



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

## ARTICLE SIX

### SENIORITY

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

**Section 6.2** - When an employee acquires seniority, his name shall be placed on the seniority list. An up-to-date seniority list, including sick leave and vacation banks, shall be posted on the bulletin boards (one each at the garage, cemetery, Water Plant, and Wastewater Treatment Plant) every six (6) months. The Divisions covered under this Agreement will maintain three (3) separate seniority lists – GHSLWW Treatment Plant, Water Treatment Plant, and DPW.

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

- (a) He quits;
- (b) He is discharged and such discharge is not set aside through the grievance procedure;
- (c) He retires or is retired;
- (d) He is laid off for a continuous period in excess of his accumulated seniority or twenty-four (24) months, whichever is less;
- (e) He is on leave of absence for illness, injury or disability (paid or unpaid) for a period in excess of his accumulated seniority or eighteen (18) months, whichever is less; however, such time period shall not begin until the

expiration of an employee's accumulated sick time and/or vacation time;

- (f) His employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in his application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave in the leave application, and that leaves of absence shall not be used as trial periods for new employment. An employee shall state in his leave application whether or not he intends to perform any work while on leave and the nature and extent of such work, if any;
- (g) He fails to report for work on the first work day following the expiration of an approved leave of absence without first notifying the Employer of a justifiable and unavoidable reason for such absence, unless otherwise excused by the Employer;
- (h) He/she is absent from work for two (2) consecutive working days without properly notifying the Employer of a reason acceptable to the Employer for such absence, unless otherwise excused by the Employer; or
- (i) He fails to report for work within the time required following a recall, without justifiable reason acceptable to the Employer, subject to the grievance procedure.

## **ARTICLE SEVEN**

### **LAYOFF AND RECALL**

**Section 7.1** - When the size of the work force is to be reduced for any reason through a layoff of employees in any job classification in any Division (*the GHSLWW Treatment Plant shall be considered a separate "division" for purposes of layoff and recall*), as determined by the Employer, the following procedure will be utilized:

- (a) Temporary or seasonal employees in the classification and Division affected shall be laid off first, provided there are regular probationary or seniority (non-probationary) employees who have the training, experience, capability and qualifications to fill the remaining positions in the Division affected.
- (b) Probationary employees in the classification and Division affected shall be laid off next, provided there are regular seniority (non-probationary) employees who have the training, experience, capability and qualifications to fill the remaining positions in the Division affected.

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

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

- (a) Temporary or seasonal or probationary employees shall not be allowed to “bump” any other employee in connection with any layoff.
- (b) It is understood and agreed, with respect to any layoff, that there will be no “bumping” any other employees as between Divisions whatsoever.
- (c) There shall be no “bumping” to any higher paid classifications - i.e., no upward bumping - regardless of seniority.
- (d) Seniority (non-probationary) employees who are laid off from their regular classification may “bump” downward into a lower paid classification in the same Division or may “bump” laterally into an equal paid classification in the same Division if: (i) they have all the training, experience, capability and qualifications to fill the position; and (ii) they have greater divisional seniority than the employee to be “bumped”; and (iii) they exercise their rights to “bump” by written notice to the Department Director or *Wastewater Plant Superintendent* or his designee within twenty-four (24) hours of receiving notice of the layoff (excluding hours falling on a Saturday, Sunday, or holiday recognized in this Agreement).

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

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

training, experience, capability and qualifications to fill available positions.

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

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

## **ARTICLE EIGHT**

### **TRANSFERS AND PROMOTIONS**

**Section 8.1** - All job openings within the Department of Public Works shall be posted on the bulletin board for a period of seven (7) calendar days. The Employer shall post any job opening which it intends to fill within thirty (30) calendar days of its decision to fill the job opening; however, the thirty (30) calendar day time period may be extended upon written notice from the Employer to the Union. The Employer may fill any vacancy on a temporary basis during the time necessary to fill the job with a regular employee. The Employer has the right to hire outside the bargaining unit to fill a position whenever there are, in the Employer's opinion, no employees with the necessary or desired training, experience, capability and qualifications available within the bargaining unit. Provided, the reasonableness of the Employer's opinion is subject to the grievance procedure.

*Vacancies for operator-mechanics employed at the GHSLWW Treatment Plant will be posted in accordance with the transfer and promotion procedure set forth in this Section 8.1. However, the Employer reserves the sole right to select the individual(s) to fill such positions. This includes the right to determine that no applicant is qualified for such position and to hire from outside the bargaining unit. The Employer's discretion in this regard shall not be subject to challenge.*

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

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

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

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

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

**Section 8.7** - Regular transfer or reassignment: Any employee temporarily assigned for a period of one consecutive 8 hour day or more to perform work that is normally performed by a person in a higher classification and is not normally performed by a person in a lower classification shall be paid that rate of the higher position at the same step the employee is currently in. Management shall have final decision on employees chosen for temporary assignments.

**Section 8.8** - Equipment Operator I and II. An employee in the Equipment Operator I classification may, at the discretion of the Department Head, be promoted to the Equipment Operator II classification even if there is not a current vacancy in the Equipment Operator II classification, on the condition that the employee has demonstrated to the satisfaction of the Department Head that the employee can safely and efficiently perform all the required duties of the Equipment Operator II classification.

## **ARTICLE NINE**

### **WORK WEEK AND DAY**

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

**Section 9.2** - Employees shall generally be entitled to two (2) fifteen (15) minute rest periods per shift of at least eight (8) hours. An unpaid 30 minute lunch break will be scheduled by the Department Director or *Wastewater Plant Superintendent* at approximately mid-point of the shift. Employees beginning their morning work shift a minimum of three (3) hours before their normally scheduled shift will be entitled to one (1) additional thirty (30) minute paid rest period. Rest periods shall be scheduled by the

appropriate Division Manager or supervisor consistent with the needs of the Division. Rest periods are subject to delay or cancellation when, in the Employer's discretion, job demands or other conditions require such a delay or cancellation. Rest periods not taken will not result in extra pay.

All employees will be allowed a one half (1/2) hour meal period without pay. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's meal break shall be scheduled by the Employer so as not to interfere with prompt and efficient service to the Employer and the public.

**Section 9.2.1 - Work Schedules-Shift Assignments Wastewater Treatment Plant.**

*This section is intended to define the normal schedule and not as a limitation on the Employer's right to schedule or modify the schedule of work. The Employer will give reasonable advance notice in the event of a change in the normal work schedule. The normal work schedules at the GHSLWW Treatment Plant shall be as follows: 8:00 a.m. to 4:30 p.m.; and 4:00 p.m. to Midnight. The 1993 change in normal work schedules will result in paid lunches for Employees on the second shift, which the Employer has agreed to in lieu of any shift premium. Employees shall work all hours scheduled, including, in case of emergency, all necessary overtime hours. If only one (1) operator-mechanic is working during a day shift, he shall remain on duty during his lunch period and shall be relieved from his shift one-half (½) hour early, without loss of pay. Changes in Employee shift assignments at the GHSLWW Treatment Plant shall occur each January, each May, and each September. When a shift change is to take place, each Employee shall have one (1) of his working days to indicate in writing and in order of seniority his shift preference. This Section sets forth the only times shift changes shall occur.*

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

**Section 9.4** - The City and the Union hereby agree that certain employees in the Water Division may, in the City's discretion, be assigned to modified work shifts. Specifically, the regular forty (40) hour work week of employees in the Water Division (generally with the exception of the Water Division maintenance personnel) may, in the City's discretion, consist of three (3) twelve (12) hour work shifts and one (1) four (4) hour work shift. The City retains the right to unilaterally alter, amend or revise such modified work shifts at its discretion any time.

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

Notwithstanding the provisions of Article Ten of the Agreement, Water Division

employees who are assigned to work one (1) or more twelve (12) hour shifts during a work week shall not be eligible for any daily overtime, but shall instead only receive overtime pay equal to one and one-half (1 ½) times their regular rate of pay for hours worked in excess of forty (40) during such a work week.

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

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

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

## **ARTICLE TEN**

### **OVERTIME**

**Section 10.1** - In addition to the regular holiday pay, work on the holidays identified in Section 19.3 as performed by hourly-rated employees, shall be paid at the rate of time and one-half the regular hourly rate.

Employees who are called out to work unscheduled hours on an emergency basis during one of the holidays identified in Section 19.3 shall be paid twice their regular rate of pay for all such hours worked or a minimum of three (3) hours straight time, whichever is greater.

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

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

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

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

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

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

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



## ARTICLE ELEVEN

### CALL-OUT

**Section 11.1** - Emergency call-out time will be paid at a minimum of three (3) hours straight time. Employees in both the Public Works Division and the GHSLWW Treatment Plant are eligible for emergency call out time. The Employer intends to establish a rotation for emergency call-out purposes.

Call-out Public Works Division – will be handled as follows:

- Designated employees will receive 8 hours pay to carry pager/cell phone for 1 week. The week begins at 7 AM on Monday of each week.
- One truck will be designated, equipped, and fueled for use during on call runs. The truck will be assigned to the person carrying the pager/cell phone for the entire week. The employee is allowed to drive the City truck home. Personal use of the City vehicle is prohibited.
- At the beginning of each fiscal year, the City will issue the on call work schedule.
- It is mandatory for all bargaining unit employees (excluding mechanics, water plant operators and waste water employees) to participate in the on call rotation, via a procedure to be mutually determined by the parties.
- Assignment of order will be drawn randomly at the beginning of each year and then repeated for the entire year. Employees may trade weeks but trades must be in writing and approved by the Director.
- If a call-out is necessary, the designated on call person will be responsible for obtaining the necessary crew and driving straight to the event, making sure that a call is placed to WTP where the WTP employee will log in the time of the call. The designated on call person must also call WTP when leaving site to log out, alerting WTP that there is no longer an employee out in the field. (Calls are to log in hours so time can be saved by skipping a trip to the garage, but also to have accountability for the on call individual if he is the only one at the job site).
- Extra Hours. No employee will refuse to work when called or scheduled for extra hours. Violations of this section may result in discipline.
- The water department will continue to assist with the call-out procedures. The on-call employee will be responsible to indicate to the WTP employee what personnel should be called in to assist on the job.

*Call-out GHSLWW Treatment Plant – will be handled as follows:*

- *Designated employees will receive 8 hours pay to carry pager/cell phone for one week. The week begins at 8 am on Monday of each week. The WWTP will provide a cell phone to be used.*
- *Employees will be reimbursed for mileage for each call out (from home to the plant).*

- *At the beginning of each fiscal year WWTP management will issue the on call work schedule.*
- *It is mandatory for WWTP bargaining unit employees to participate in the on call rotation.*
- *Assignment of the order will be based on seniority, once the order is set, it will remain that way for the entire year. Employees may trade weeks but trades must be in writing and approved by the WWTP Operations Supervisor or WWTP Superintendent.*
- *If a call out is necessary as determined by WWTP management, the designated on call person will be responsible for reporting to work immediately.*
- *Extra Hours. No employee will refuse to work when called or scheduled for extra work. Violations of this section may result in discipline.*

## ARTICLE TWELVE

### VACATION

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

<u>SERVICE</u>	<u>VACATION</u>
Less than 1 year	.01923 hours of paid vacation per paid hour of employment (5 days for full-time employees)
1 year but less than 7	.03846 hours of paid vacation per paid hour of employment (10 days for full-time employees)
7 years but less than 13	.05769 hours of paid vacation per paid hour of employment (15) days for full-time employees)
13 years but less than 20	.07692 hours of paid vacation per paid hour of employment (20 days for full-time employees)
20 years and over	.09615 hours of paid vacation per paid hour of employment ( 25 days for full-time employees)

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

**Section 12.2** - An employee shall not be allowed to accumulate any paid vacation time in excess of forty (40) hours over the maximum amount of vacation time that the employee could earn in a current year (which year begins with that employee’s anniversary date of his employment with Employer). Employees wishing to carry forward vacation time in excess of the maximum must receive the prior written approval from the City Manager. For purposes of this paragraph, the maximum amount of vacation time which an employee could earn assumes that the employee would have two thousand eighty (2,080) paid hours of employment during the measuring year. If an employee chooses to deposit accumulated hours into the Health Care Savings Account, those regulations will apply, rather than this paragraph.

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

Regular full-time employees may at a maximum accumulate up to 40 bonus vacations hours at any one time. Employees who are currently over the 40 hours limit shall continue to accumulate provided they are complying with the provision of reducing to 40 hours by the end of the contract. Employees have 60 days to expend their excess over 40 hours (i.e. 35 hours to 43 hours). If an employee chooses to deposit accumulated hours into the Health Care Savings Account, those regulations will apply, rather than this paragraph.

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

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

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

**Section 12.4** - Vacation allowances as herein provided will be computed from the employee's last date of hire.

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

**Section 12.6** – (a) DPW & Water Plant. Vacations will be scheduled at times mutually agreeable to the employee and the Employer, consistent with proper and effective conduct of Department functions. At least 1 full working day notice shall be given before the vacation day requested. Vacation schedules: Employees shall submit their vacation preference in writing to the Department Manager by April 1, of each year. Seniority shall be honored in deciding between employee preference requests for equally available vacation periods. Employer will post vacation schedules by May 1. Schedules shall be for a year long period of time beginning May 1 and concluding April 30. Vacation requests after April 1 shall be on a first come basis subject to approval by the Department Director.

(b) GHSLWW Treatment Plant. *Although the Employer reserves the right to schedule vacations, it is agreed that an effort shall be made by the Employer to schedule paid vacations at times mutually agreeable to the employees and the Employer consistent with the proper and efficient management, operation and maintenance at the Wastewater Treatment Plant. The Employer shall establish a schedule of available vacation times. The schedule shall indicate how many employees may be absent for vacation in any given week. The schedule shall be posted each year by December 31<sup>st</sup>, and each employee shall have an opportunity to indicate his vacation time preference on the basis of seniority. The most senior employee shall be entitled to choose his vacation time first, within three (3) calendar days after the schedule is posted; and the remaining employees shall be entitled to choose their vacation times in the order of their respective seniority, each within three (3) calendar days after the next more senior employee chooses or should have chosen his vacation time. In the event any employee fails to indicate his vacation time preference in any year within said period, such employee shall be placed at the bottom of the seniority list for vacation time selection purposes in said year.*

**Section 12.7** -Vacation leave can be granted in increments of half day, full day, or the first 2 hours or last 2 hours of a work day.

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

## ARTICLE THIRTEEN

### SICK LEAVE

**Section 13.1** - The privilege of sick pay is granted to all regular full-time and regular part-time employees with a minimum of six (6) months continuous employment with the Employer. Commencing July 1, 2013, an employee shall accumulate sick pay at the rate of .03077 hours of sick pay per hour worked, per month of employment, computed as of the first day of each month for the previous month. Commencing on July 1, 2014, an employee shall accumulate sick pay at the rate of .0270 hours of sick pay per hour worked, per month of employment, computed as of the first day of each month for the previous month. Commencing on July 1, 2015, an employee shall accumulate sick pay at the rate of .0231 hours of sick pay per hour worked, per month of employment, computed as of the first day of each month for the previous month. An employee's accumulated sick pay for his first six (6) months of continuous employment with the Employer shall be computed after the completion of those continuous six (6) months of employment with the Employer.

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

**Section 13.2** - Unused sick leave allowance will be accumulative to the employee's record, with the possibility of an employee accumulating up to, but not exceeding nine hundred sixty (960) hours. If an employee chooses to deposit accumulated hours into the Health Care Savings Account, those regulations will apply, rather than this paragraph.

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

**Section 13.4** - If a sick leave absence exceeds two (2) consecutive scheduled working days, or is on the employee's last scheduled working day before and/or first scheduled working day after the employee's vacation or any "holiday" specified in this Agreement, or exceeds three (3) scheduled working days per calendar year, the Employer may in its discretion require the employee to present the certificate of a medical doctor certifying the nature and duration of the illness or injury which necessitated the absence and certifying the employee's ability to return to work; or, in lieu thereof, if the employee indicates in writing that he was not under the care of a doctor, the Employer may require a written, signed statement from the employee setting forth the reasons for the sick leave absence. A written, signed statement in lieu of a doctor slip may be presented no more than twice in any calendar year. If the written statement is unsatisfactory, Employer may require the employee to obtain a certificate of a medical doctor certifying the nature of the illness or injury. Such requirement shall not be arbitrary or capricious.

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

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

**Section 13.7** - Upon death or retirement of an employee, payment of one-half ( $\frac{1}{2}$ ) of the accumulated sick leave or four hundred eighty (480) hours, whichever is less, will be granted. If an employee chooses to deposit accumulated hours into the Health Care Savings Account, those regulations will apply, rather than this paragraph.

**Section 13.8** – If elected by an employee and employee has accumulated the maximum number of days of sick leave as herein provided, the Employer will pay such employee during the calendar year one-half ( $\frac{1}{2}$ ) of the non-cumulative sick leave earned but not used during that year. Such payment will be made part of the regular paycheck for the first pay period in December.

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

**Section 13.10** - Sick leave may be used up to two (2) hours, for doctor appointments and dentist appointments up to four (4) times per year with the approval of the employee's Division Manager and with submission of a doctor's slip. Such use of sick leave will not count against the bonus day or be included in the bonus day eligibility calculation. It is understood that this permission may be granted only when an employee prearranges to have the appointments taken toward the end of the workday so as not to interfere with work assignments for the day; even in such event, however, the discretion of the Division Manager is final.

**Section 13.11** - All employees will be provided long term disability coverage which provides 60% of an employee's wages, up to a maximum cap of \$3,000 per month, whichever is the lessor amount minus policy reductions. Employees are eligible to participate in the Long Term Disability insurance program after completion of probation from 90 days to age 65.

## **ARTICLE FOURTEEN**

### **INJURY LEAVE**

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

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

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

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

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

## **ARTICLE FIFTEEN**

### MILITARY LEAVE

**Section 15.1-** Full-Time and regular part time employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay pursuant to the requirements of federal and state law for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The employee's re-employment rights shall also conform to applicable federal and state law.

## **ARTICLE SIXTEEN**

### BEREAVEMENT LEAVE

**Section 16.1-** In the event there is a death in the immediate family of an employee, and the employee attends the funeral/memorial service, such employee shall be granted a leave of absence of up to three (3) consecutive days without loss of pay, provided that said employee is scheduled to work those days. Such leaves of absence shall be granted upon written request by the employee to the Director of Public Works. For the purpose of this paragraph, the "immediate family" shall be interpreted to mean spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchildren, and step-children living in the employee's home.

**Section 16.2-** In the event there is a death in the step family of an employee, and the employee attends the funeral/memorial service, such employee shall be granted a leave of absence of up to one (1) day without loss of pay, provided that said employee is scheduled to work those days. For the purpose of this paragraph, the "step family" shall be interpreted to mean consisting only of step-parents, step-grandparents, step-children not residing in the employee's home, step-brother, step-sister, step-mother-in-law, step-father-in-law, step-son-in-law, step-daughter-in-law, step-brother-in-law, step-sister-in-law, step-grandchildren, step-grandparent-in-law.

**Section 16.3-** In the event there is a death of the employee's immediate aunt, uncle, nephew, or niece, and the employee attends the funeral/memorial service, such employee shall be granted a leave of absence of up to one (1) day without loss of pay, provided that said employee is scheduled to work those days.

**Section 16.4-** Nothing in this article shall prohibit the granting of leaves of absence without loss of pay for periods of time less than one (1) full working day.



## ARTICLE SEVENTEEN

### UNPAID LEAVE OF ABSENCE

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

**Section 17.1.1** - Employee shall be eligible for unpaid family and medical leave in accordance with the Family and Medical Leave Act of 1993 as set forth in the City's established Family and Medical Leave Policy.

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

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

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

**Section 17.5** - An unpaid leave of absence may be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number of employees selected shall not exceed four (4). The number of working days will not exceed five (5) days for each employee per year. The employee shall give a minimum of seven (7) calendar days notice of the need for a leave under this Article. The City reserves the right to deny any request for Union leave based on the operating requirements of the Department.

## ARTICLE EIGHTEEN

### BULLETIN BOARDS

**Section 18.1** - The Employer will provide bulletin boards for the Union, which will be placed in the following locations: 1.) Public Works Building on Jackson Street; 2.) Water

Treatment Facility; 3.) Cemetery Office; and 4) GHSLWW Treatment Plant. These bulletin boards shall be used for posting notices of bona fide employee and Union business.

## ARTICLE NINETEEN

### HOLIDAYS

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

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

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

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

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

**Section 19.5** - Employees eligible for holiday pay pursuant to the provisions of this Agreement shall receive eight (8) hours pay per day for each of the nine (9) full-day holidays specified in Section 19.3 and shall receive four (4) hours pay for the two one-half (½) day holiday specified in Section 19.3. All holiday pay shall be computed at the employee's straight time rate, exclusive of night shift and overtime premiums.

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

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

## **ARTICLE TWENTY**

### **GROUP INSURANCE**

**Section 20.1** - Regular full-time employees will be eligible to participate in the City of Grand Haven's chosen health insurance program. If the City of Grand Haven offers more than one health insurance carrier or more than one plan under the health insurance carriers, the regular full-time employees will have the option of choosing one of the plans. All rules and regulations set forth by the City of Grand Haven will be applicable to all regular full-time employees. Insurance payments will utilize pre-tax dollars through an employee flex plan. For the duration of this Agreement, the two plan levels of benefits offered by the City will be the "Core" and "Buy-up" plans. Additional plans (such as an HRA or HSA) may be offered upon mutual agreement of the parties.

The City of Grand Haven can change insurance carriers as necessary as long as the current level of benefits is reasonably comparable.

Effective as soon as administratively possible after execution of the new Agreement, eligible employees who participate in the employer's health insurance shall be required to contribute the following monthly premium co-pays:

Core Plan:	Up to 20% of monthly premium as determined by the City
Buy-Up Plan:	20% of monthly premium

Unless mutually agreed otherwise, for the duration of this Agreement the Core and Buy Up plans shall have an Rx co-pay of \$10 generic/\$40 brand name.

**Section 20.1.1** - Regular full-time employees hired before July 1, 2010 who: (i) participated in the group hospital-medical insurance program provided through the Employer immediately prior to their retirement, and (ii) retire after at least ten (10) years of accredited service with the Employer and after reaching at least age fifty five (55) but not yet age sixty-five (65), shall be eligible to remain in said group hospital-medical insurance program, provided such retired employees are permitted by the insurance carrier to continue such participation. Such participation may include eligible dependents (if elected), but shall be subject to the following additional terms and conditions:

- (i) Such participation shall cease upon the happening of any (whichever occurs first) of the following events: (a) the retired employee attains the

age of sixty-five (65); (b) the retired employee becomes eligible to be covered under a group hospital-medical insurance program provided by another employer, whether such eligibility results from employment by the retiree or his/her spouse; or (c) the retired employee's death.

- (ii) Upon becoming eligible for Medicare coverage/benefits, the coverage to be provided by the Employer will be limited to Medicare supplement or filler coverage.
- (iii) The cost of such group hospital-medical insurance for such retired employees (including eligible dependents, if elected) shall be paid eighty (80%) percent by the Employer and twenty (20%) percent by the retired employee. The retired employee shall, in a timely manner, deposit with the Employer's Finance Director (or his designee) such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

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

- (iv) **Post-65 Retirees.** If a retired employee hired by the City prior to July 1, 2010 remains in the City's group hospital-medical insurance program pursuant to Section 20.1.1 above, and if he can no longer remain in such group hospital-medical insurance program pursuant to Section 20.1.1 above for the sole reason that he has attained the age of sixty-five (65), such retired employee may remain in such group hospital-medical insurance program pursuant to this Section, if such continuation is allowed by the insurance carrier. If the retiree is eligible for Medicare coverage/benefits, the coverage to be provided by the City will be limited to Medicare supplement or filler coverage. The cost of such group hospital-medical insurance for such retired employee (including eligible dependents, if eligible and if elected) shall be paid ten (10%) percent by the City and ninety (90%) percent by the retired employee. The retired employee's cost of such insurance shall be invoiced monthly by the City's Finance Department. The retired employee must deposit, with the City Treasurer, such monies as are necessary to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the City's obligation to pay its share of the cost and shall terminate the retired employee's further participation in the program.

**Section 20.1.2** - If an eligible retired employee from benefit group public works who was hired prior to July 1, 2010 retires under one hundred (100%) percent survivor pension or the fifty (50%) percent survivor pension of the retirement system, continues to participate in the Employer's group hospital-medical insurance program after his retirement, designates his spouse as his beneficiary, and dies during the period of pension payment and insurance continuation, seventy-five (75%) percent of the cost of the surviving spouse's coverage in the Employer's group hospital-medical insurance program shall be paid by the Employer during the remainder of the spouse's life if the spouse cannot obtain coverage on account of her employment, or until the spouse qualifies for Medicare coverage. The spouse shall, in a timely manner, deposit with the Employer's Finance Director (or his designee) such monies as are necessary to cover the spouse's portion of the cost of such insurance. The spouse's failure to do so shall terminate the Employer's obligation to pay its share of the cost and shall terminate the spouse's further participation in the program. Employee's spouse may also use the HCSP to pay the employee portion of insurance.

**Section 20.1.3** - Health Care Savings Program: The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for an employee to set aside money to cover escalating costs of post-employment health care. Under the program, contributions are made during active employment. When employment is separated, regardless of the reason or age of the employee, the employee may be reimbursed for healthcare related expenses through this account (i.e. insurance premiums, doctor co-pays, cobra, drug co-pays, many over-the-counter medications, etc.) This account may be used by the employee, employee's spouse and/or legal dependents. These funds are pre-tax dollars for both the employee and the employer.

Vacation/Compensation: Twice a year, two weeks prior to June 30 and December 31, employees may elect to contribute any eligible accumulated and unused carryover of vacation or compensation time to the MERS HCSP.

Two weeks prior to the date of separation, employees may choose to cash out all eligible vacation and compensation leave. As of the date of termination, 100% of eligible vacation leave and compensation time will be contributed to the MERS HCSP.

Sick leave: Twice a year, two weeks prior to June 30 and December 31, an employee may elect to contribute any eligible accumulation of Sick Leave over 700 hours to the MERS HCSP.

Two weeks prior to the date of retirement, employees may choose a cash payment of one-half (½) of their accumulated sick leave or up to 480 hours of their accumulated sick leave, whichever is less; **OR**, two weeks prior to the date of retirement, employees may choose to deposit into their MERS HSCP account one-half (½) of their accumulated sick leave, or up to 500 hours of their accumulated sick leave, whichever is less. Following cash payout and/or deposit of accumulated benefits, no hours shall

remain on the books and no further payout shall be made upon final retirement date.

Sections 20.1.1 and 20.1.2 will remain only for employees hired before July 1, 2010. Employees hired before July 1, 2010 have a mandatory contribution to the HCSP with no City match available. The amount of the contribution is 0.25% or the amount of the employee's contribution on record with MERS on May 1, 2011. Employees in this group may choose to waive their right to retiree health care under 20.1.1 and 20.1.2 and be treated as a new employee for the purposes of the HCSP match. To exercise this option an employee should contact Human Resources to complete a request form.

Employees hired on or after July 1, 2010 will only have the HCSP, but the City will match the employee's contribution. The contribution amount is 3% of gross wages and will be matched by the City at 100% (3% of gross wages).

The City reserves the right to implement reasonable rules governing the option procedures.

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

**Section 20.3** - Regular full-time employees covered by this Agreement shall be eligible to participate in a group dental insurance program provided by the Employer. The program shall include denture and orthodontic coverage. Such employees may also elect to include their eligible family dependents under the plan, and may obtain the necessary applications from the office of the Employer. The cost of such group dental insurance coverage, including eligible employees and eligible family dependents when elected, shall be paid ninety (90%) percent by the Employer and ten (10%) percent by the employee. The employee's share of the premiums for the dental insurance coverage shall be paid by payroll deduction; provided, however, if an employee's check is insufficient to cover the employee's portion of the cost, the employee shall timely deposit such additional amount as is necessary to cover the cost with the Employer's Finance Director or his designee (failure of the employee to do so shall terminate the Employer's obligation to pay its share of the cost for such employee). The Employer's liability hereunder shall be limited to the prompt payment of its portion of the premiums. The Employer may select and/or change insurance carriers, provided the benefits are basically equivalent or comparable to existing coverage.

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

Maximum benefit for the dental plan will be \$1,000.

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

## **ARTICLE TWENTY-ONE**

### JURY PAY

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

## **ARTICLE TWENTY-TWO**

### COMPENSATION INSURANCE

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

## **ARTICLE TWENTY-THREE**

### PENSION

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

- A. Benefit description:
  - Benefit B-3
  - Benefit F55 (with 25 Years of Service)
  - 6 Year Vesting
  - Benefit FAC-3 (3 year Final Average Compensation)
  - Benefit E-1 (Annual Increases for Past Retirees)
  - Benefit E-2 (Annual Increases for Future Retirees)
  - RS-50%

B. If the Public Works (DPW) Division MERS funding is 110% or higher, both the City and each employee will contribute 2% (unless the Employer's actuarially determined total cost is above 4%, in which case the employees and City will split the total cost on a 50/50 basis). If the Public Works (DPW) Division MERS funding is below 110%, the City and the employees will each contribute on a 50/50 basis a sufficient amount to maintain the 110% funding level. The percentage of employee and City contributions necessary to maintain the 110% funding level will be determined based upon the annual actuarial report. In no case will the City and employees contribute less than 2% each without mutual written agreement.

C. *GHSLWW Treatment Plant employees will be maintained in a separate group under MERS with the current level of benefits. If the Wastewater (WW) Division MERS funding is 110% or higher, both the City and each employee will contribute 2% (unless the Employer's actuarially determined total cost is above 4%, in which case the employees and City will split the total cost on a 50/50 basis). If the Wastewater (WW) Division MERS funding is below 110%, the City and the employees will each contribute on a 50/50 basis a sufficient amount to maintain the 110% funding level. The percentage of employee and City contributions necessary to maintain the 110% funding level will be determined based upon the annual actuarial report. In no case will the City and employees contribute less than 2% each without mutual written agreement.*

D. For purposes of the City's MERS benefit plan, part-time employees as defined herein are not enrolled in MERS. A part-time employee who becomes full time shall receive no service credit for any period of part-time employment.

## ARTICLE TWENTY-FOUR

### UNIFORMS AND TOOLS

**Section 24.1** The Employer will provide employees with uniforms and laundering of same. Such uniforms, or any portion of them, shall not, however, be worn by employees at any time or place other than while engaged in the service of the Employer. The Employer shall reimburse an employee for the amount he/she spends in a year to purchase a pair of work boots, up to a maximum of one hundred fifty (\$150.00) dollars per year, if the Employee presents a receipt showing that he/she purchased a pair of work boots during that year. The "year" for purposes of the boot allowance is the City's fiscal year (July 1 to June 30).

The employer shall provide one (1) waist length winter jacket (with zipper for lining) per year; one (1) lining (not annual) for winter jacket. On alternating years Employees will have the option to receive one waist length winter jacket or one light weight jacket with a vest or sweatshirt.



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

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

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

## **ARTICLE TWENTY-FIVE**

### **EYEGLOSS COMPENSATION**

**Section 25.1** - Each calendar year, employees will be reimbursed up to \$150.00 for vision/optical or hearing aide expenses. If the vision benefit is increased for the non-union employees, the increased benefit will be offered to DPW union employees.

## **ARTICLE TWENTY-SIX**

### **RECOGNITION OF EMPLOYER RIGHTS**

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

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

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

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

**Section 26.5 - Management Rights/Work by Supervisors at Wastewater Plant.** *The Union agrees that the performance of work by supervisors at the Grand Haven-Spring Lake Wastewater Treatment Plant shall be permitted and shall not constitute a violation of this Agreement. The parties further agree that the consolidation of the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant is not intended, nor shall it have the effect, of limiting, eliminating, or in any way modifying the management rights of the Employer as they existed prior to the consolidation of the DPW/Wastewater bargaining units. The parties intend that, with respect to the operator-mechanics employed at the Grand Haven-Spring Lake Wastewater Treatment Plant, Article 26 of the DPW Agreement shall be interpreted to give full effect to all management rights set forth in Sections 1 and 2 of Article 5 of the expired Wastewater – SEIU Agreement.*

## **ARTICLE TWENTY-SEVEN**

### **EFFECT OF LEGISLATION**

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

## ARTICLE TWENTY-EIGHT

### ENTIRE AGREEMENT

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

## ARTICLE TWENTY-NINE

### SNOWPLOWING EMERGENCY CALL-OUT LIST

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

## ARTICLE THIRTY

### WAGES

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

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

- a) An eligible employee who has completed two (2) years of continuous employment at the Water Division since his last hire date, and who holds a valid F-3 or S-3 license from the State of Michigan, shall receive lump sum license pay in the amount of two hundred fifty (\$250.00) dollars per year.

- b) An eligible employee who has completed two (2) years of continuous employment at the Water Division since his last hire date, and who holds a valid F-2 or S-2 license from the State of Michigan, shall receive lump sum license pay in the amount of three hundred (\$350.00) dollars per year. ~~This amount shall be increased to \$325.00 effective July 1, 2011 and to \$350.00 effective July 1, 2012.~~
- c) An eligible employee who has completed two (2) years of continuous employment at the Water Division since his last hire date, and who holds a valid F-1 or S-1 license from the State of Michigan, shall receive lump sum license pay in the amount of five hundred (\$500.00) dollars per year.
- d) In order to be eligible for the license pay prescribed above, an employee must (i) be a regular, full-time employee, (ii) have satisfied the years of continuous employment requirement and the license requirement by August 1st of the year in which payment is to be made, and (iii) be and remain on the active payroll of the Employer through December 1st of the year in which payment is to be made.
- e) The license payments, for eligible employees, will then be made by December 15th of each year.
- f) An eligible employee may receive the license payment pertaining only to one (1) license, which shall be the license payment pertaining to his highest license. If he has two licenses of equal rank, an eligible employee may receive only one (1) license payment. For example, an eligible employee with an F-1 license shall receive only the license payment pertaining to that F-1 license; he may not receive the license payment for any lower F or S license, nor may he receive the license payment for an S-1 license.
- g) An employee eligible to receive a license payment by December 15th who was absent without pay for more than thirty (30) scheduled work days during the immediately preceding fiscal year, July 1, to June 30, shall receive a pro-rated license payment, if otherwise eligible, based on the ratio of his paid time during such immediately preceding fiscal year in relation to the full-time equivalent.
- h) In the event the standards or requirements for obtaining any of the above-referenced licenses are materially lowered or reduced, and/or if the licensing procedures are changed to the extent that these license pay provisions are no longer appropriate, then and in such event the Employer may discontinue the license payments contemplated herein.

**30.2.1.** *The Employer shall provide certification payments for regular, full-time operator-mechanics employed at the Wastewater Treatment Plant in accordance with the following eligibility requirements.*

- (a) An eligible Employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class D license from the State Certification Board, shall receive lump sum certification pay in the amount of One Hundred Seventy-Five (\$175.00) Dollars per year.*
- (b) An eligible Employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class C license from the State Certification Board, shall receive lump sum certification pay in the amount of Two Hundred (\$200.00) Dollars per year.*
- (c) An eligible Employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class B license from the State Certification Board, shall receive lump sum certification pay in the amount of Two Hundred Twenty-Five (\$225.00) Dollars per year.*
- (d) An eligible Employee who has completed two (2) years of continuous employment at the Wastewater Treatment Plant since his last hire date, and who holds a valid Class A license from the State Certification Board, shall receive lump sum certification pay in the amount of Two Hundred Fifty (\$250.00) Dollars per year.*
- (e) In order to be eligible for the certification pay prescribed above, an Employee must (i) be a regular, full-time Employee, (ii) have satisfied the years of continuous employment requirement and the license requirement by August 1st of the year in which payment is to be made, and (iii) be and remain on the active payroll of the Employer through December 1st of the year in which payment is to be made.*
- (f) The certification payments, for eligible Employees, will then be made by December 15th of each year.*
- (g) An eligible Employee may receive the certification payment pertaining only to his highest license. For example, an eligible Employee with a Class C license shall receive only the certification payment pertaining to a Class C license.*

*Such eligible Employee may not receive the certification payment pertaining to a Class C license plus the certification payment pertaining to a Class D license.*

- (h) *An Employee eligible to receive a certification payment by December 15th who was absent without pay for more than thirty (30) scheduled work days during the immediately preceding fiscal year, July 1 to July 1, shall receive a pro-rata certification payment, if otherwise eligible, based on the ratio of his paid time during such immediately preceding fiscal year in relation to the full-time equivalent.*
- (i) *In the event the standards or requirements of obtaining any of the above-referenced licenses (i.e. Classes A, B, C or D) are materially lowered or reduced, and/or if the licensing procedures are changed to the extent that these certification pay provisions are no longer appropriate, then and in such event the Employer may discontinue the certification payments contemplated herein.*

**Section 30.3** – The Employer will pay for employee bi-annual (every two years) CDL physicals at a location determined by the Employer. The Employer will pay for all drug tests related to obtaining a commercial driver’s license. Persons suspended for a positive test, and who are required as a result of a substance abuse assessment, may be allowed to use sick, vacation or compensatory time, provided they attend and satisfactorily complete a supervised drug or alcohol abuse treatment or counseling program.

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

## **ARTICLE THIRTY-ONE**

### **NO STRIKE - NO LOCKOUT**

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

## ARTICLE THIRTY-TWO

### TRAINING

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

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

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

- (a) The Employer will generally approve, without requiring and without compensation (i.e. wages), employee requested participation in training opportunities when and if:
  - (i) The employee is a regular, full-time employee having completed not less than one (1) year of continuous employment for the Department of Public Works or the GHSLWW Treatment Plant; and
  - (ii) The requested training opportunity consists of a class or classes which, in the sole judgement and discretion of the Employer, will provide the requesting employee with skills or knowledge useful for the operation or maintenance of the Department of Public Works, or the GHSLWW Treatment Plant; and
  - (iii) The employee's participation in the requested training opportunity will not interfere with or adversely affect the scheduling, operation or needs of the Department of Public Works, or the GHSLWW Treatment Plant; will not occur during the employee's scheduled working time; and will not result in any increased costs to the Employer (e.g. payment of overtime, use of substitute help, etc.); and
  - (iv) The request for such training opportunity participation is made by the employee, in writing, to the Department of Public Works, or the GHSLWW Treatment Plant not less than fourteen (14) days in

advance of the commencement of the training opportunity.

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



right to determine how many employees may participate in employee requested training opportunities at any particular time; and it is further understood and agreed that the Employer need not adjust or change employee shifts, schedules or assignments in order to accommodate any employee request for participation in training opportunities.

- (e) All employee participation in training opportunities which do not qualify for reimbursement under the provisions of this Section 32.2 (e.g. training opportunities involving employees with less than one (1) year of employment at the Department of Public Services or GHSLWW Treatment Plant or employees having exhausted their reimbursement allotment, etc.), shall nevertheless comply with the requirements of Section 32.2(a)(iii) above.

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

## **ARTICLE THIRTY-THREE**

### **VOLUNTARY INOCULATION PROGRAM**

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

- a. A typhoid inoculation for an eligible employee, if the employee has never had one;
- b. An oral polio inoculation for an eligible employee, if the employee has never had any polio inoculation;
- c. A tetanus inoculation for an eligible employee, if the employee has not had such an inoculation during the preceding ten (10) years;
- d. A tuberculosis inoculation for an eligible employee, if in the course of working for the Employer the employee has been exposed to the bacterium in a documented exposure incident; and

- e. A hepatitis B inoculation for an eligible employee, if the employee has never had any hepatitis B inoculation.

**ARTICLE THIRTY-FOUR**

TERMS OF AGREEMENT

**Section 34.1** - This Agreement, including the Exhibits attached hereto and incorporated herein by reference, shall be effective on the day it is executed by all parties and shall remain in full force and effect without change, addition or amendment through and including the thirtieth (30th) day of June, 2016, and shall be renewed from year to year thereafter. Should either party hereto desire to amend, terminate or modify this Agreement at the termination thereof, such party shall serve written notice on the other party of its desire to amend, terminate or modify, at least sixty (60) days prior to the expiration date of this Agreement.

CITY OF GRAND HAVEN, a  
Michigan Municipal Corporation

LOCAL 517M, AFFILIATED WITH THE  
S.E.I.U.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Labor Relations Specialist  
Unit Local 517M

By: \_\_\_\_\_  
City Clerk/Treasurer

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

By: \_\_\_\_\_  
City Manager

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

By: \_\_\_\_\_  
Human Resource Manager

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

By: \_\_\_\_\_  
Public Works Director

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

By: \_\_\_\_\_  
GHSLWWTP Superintendant

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

Exhibit "A"  
Wages  
City of Grand Haven  
Public Service Wage Scale Contract  
July 1, 2013 through June 30, 2016

Beginning July 1, 2013 (2.30%)	Start Step 1	6 Months Step 1 1/2	1 Year Step 2	2 Years Step 3	3 Years Step 4
Laborer	15.87	16.25	16.58	17.05	18.09
Equipment Operator I	16.79	17.14	17.50	18.03	19.07
Equipment Operator II	17.72	18.13	18.47	19.01	20.09
Mechanic	18.95	19.41	19.80	20.42	21.61
Water Tx Operator II	19.05	19.51	19.90	20.52	21.71
Senior Mechanic	19.99	20.58	20.84	21.51	22.64
Crew Leader	20.15	20.65	21.05	21.75	22.96
GHSL WWTP Op-Mech	18.17	18.75	19.42	20.63	21.79

Beginning July 1, 2014 (2.00%)	Start Step 1	6 Months Step 1 1/2	1 Year Step 2	2 Years Step 3	3 Years Step 4
Laborer	16.19	16.58	16.91	17.39	18.45
Equipment Operator I	17.13	17.48	17.85	18.39	19.45
Equipment Operator II	18.07	18.49	18.84	19.39	20.49
Mechanic	19.33	19.80	20.20	20.83	22.04
Water Tx Operator II	19.43	19.90	20.30	20.93	22.14
Senior Mechanic	20.39	20.99	21.26	21.94	23.09
Crew Leader	20.55	21.06	21.47	22.19	23.42
GHSL WWTP Op-Mech	18.53	19.13	19.81	21.04	22.23

Beginning July 1, 2015 (2.00%)	Start Step 1	6 Months Step 1 1/2	1 Year Step 2	2 Years Step 3	3 Years Step 4
Laborer	16.51	16.91	17.25	17.74	18.82
Equipment Operator I	17.47	17.83	18.21	18.76	19.84
Equipment Operator II	18.43	18.86	19.22	19.78	20.90
Mechanic	19.72	20.20	20.60	21.25	22.48
Water Tx Operator II	19.82	20.30	20.71	21.35	22.58
Senior Mechanic	20.80	21.41	21.69	22.38	23.55
Crew Leader	20.96	21.48	21.90	22.63	23.89
GHSL WWTP Op-Mech	18.90	19.51	20.21	21.46	22.68

## **EXHIBIT "B"**

### **SAFETY EQUIPMENT LIST**

The following safety equipment shall be provided by the Employer:

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