Final 11/6/13

COLLECTIVE BARGAINING AGREEMENT

BETWEEN
THE

CITY OF GRAND BLANC

-and-

GRAND BLANC PROFESSIONALS ASSOCIATION
SUPERVISORY GROUP

Effective June 1, 2013 through May 31, 2015

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ARTICLE 1

AGREEMENT

This agreement is entered into this ____ day of November, 2013, effective June 1, 2013, between the City of Grand Blanc (hereinafter referred to as the "City" or "Employer") and the Grand Blanc Professionals Association – Supervisory Group (hereinafter referred to as the "Union").

ARTICLE 2

PURPOSE AND INTENT

Section 1. It is the purpose and intent of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. It is recognized by both parties that the safety and welfare of the residents of the City of Grand Blanc are of paramount concern, and that any disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this agreement. The parties recognize that the interest of the community and the job security of the members of the bargaining unit depend upon the City of Grand Blanc's success in establishing a proper service to the community.

Section 3. Both parties ascribe to the principle of equal opportunities, and share equally in the responsibilities for applying the provisions of this agreement.

Section 4. The Union agrees that its members will perform efficient services, and use their best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties consistent with the provisions of this agreement.

ARTICLE 3

EMERGENCY MANAGER

The parties acknowledge the legal requirements of applicable emergency manager laws.

ARTICLE 4

RECOGNITION

Section 1. The City hereby recognizes the Grand Blanc Professionals Association – Supervisory Group as the exclusive bargaining representative for the purposes of collective bargaining with

respect to rates of pay, wages, hours of employment and other conditions of employment for all employees in the following described bargaining unit:

> All full-time and regular part-time Supervisory employees (subject to Memorandum of Understanding dated September 14, 2011), BUT EXCLUDING Chief of Police, Finance Director/Assistant City Manager, Personnel Director, confidential employee, and all other employees.

Section 2. Gender. Whenever the male gender is referred to in this agreement, it shall be construed to include male and female employees.

ARTICLE 5

RECOGNITION OF CITY RIGHTS

The City of Grand Blanc hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and in a generality of the foregoing, and not by way of limitation, the right:

1. Of exclusive management and control of the governmental system, its property, facility, operations and affairs.

2. To hire employees, determine their qualifications, conditions of employment, promote and/or transfer; dismiss, demote or suspend for just cause; or layoff; to determine the size of the work force; and to assign duties to, and direct all employees. To permit other employees of the City not included in the bargaining unit to perform bargaining unit work, provided, however, that the use of others shall not be for or with the purpose of eroding the size of the bargaining unit.

3. To determine services, supplies and equipment; to determine all methods and means of distributing and/or disseminating its services; to determine methods, scheduling and standards of operation; to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

4. To subcontract bargaining unit work when, in the interest of efficiency and economy, manpower availability require.

5. To determine the number and location or relocation of its facilities.

6. To determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to public relations of the City.

7. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization. To manage its affairs efficiently

and economically, including the determination of quantity and quality of service to be rendered.

The reasonable and responsible exercises of the foregoing powers, rights, authorities, duties and responsibilities of the City of Grand Blanc, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

If any part or parts of this article are inconsistent with, or are abrogated by, any other provision of this agreement, such provision shall prevail.

ARTICLE 6

NO STRIKE/NO LOCKOUT

Section 1. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption in the Employer's services. The Union, therefore, agrees that neither it, nor its members will for any reason, directly or indirectly call, sanction or engage in any strike, walkout, slow-down, stay away, limitation of service, or any other activities that may disturb, restrict or interfere with the services provided by the Employer.

Section 2. In the event there is a violation of this Section, the Union shall, when requested by the Employer, take the following action:

Immediately upon the request of the Employer, the Union shall notify and subsequently confirm, in writing, any and all employees participating in the violative activity, that such activity is illegal, unauthorized by the Union, a violation of the contract, subjects the participant to discipline or discharge, and that each employee is to immediately cease such activity.

Section 3. Individual employees or groups of employees who instigate, aid or engage in work stoppage, slow-down or strike may be disciplined or discharged in the sole discretion of the Employer. It is understood and agreed that the questions as to whether the actions of employees constitute such proscribed activities may be subject to the grievance procedure.

Section 4. The Employer agrees that it will not lock out employees covered by the terms of this agreement.

ARTICLE 7

AGENCY SHOP AND DUES

Section 1. Agency Shop. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee in regard to such matters. Likewise, there will be no discrimination against any employee because of membership in the Union or because of his duties as a member of the bargaining committee.

Section 2. Membership and Dues. (a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union.

(b) In accordance with the policy set forth above, all employees in the bargaining unit may, through voluntary agreement, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues.

(c) If any provision of this agreement is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

Section 3. Check-Off. The City agrees to deduct monthly through payroll deduction, Local Lodge membership dues and monthly service fee of the Grand Blanc Professionals Association – Supervisory Group from the pay of each employee who voluntarily executes and files with the City a check-off authorization form. All such dues and service fees shall be remitted to the Union with the payee designation being the Grand Blanc Professionals Association – Supervisory Group.

Section 4. Save Harmless. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, liability and any other action arising from this article or compliance therewith by the City.

ARTICLE 8

UNION AND REPRESENTATION

Section 1. The Union employees shall be represented by one (1) steward. One (1) alternate steward shall represent the employees in the absence of the regular steward.

Section 2. The Union shall designate to the Employer, in writing, the steward and alternate steward, and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

Section 3. The steward or alternate, during his working hours, without loss of time or pay, in accordance with the terms of this article, may investigate and present grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor shall grant permission within a reasonable time for such steward or alternate to leave his work for these purposes subject to necessary exceptions. The privilege of such steward, or alternate, leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The steward, or alternate, will perform his regularly assigned work to process grievances as provided herein. Such steward shall not be subject to the layoff provisions contained herein. The Employer will provide a place at the City Hall for investigation of grievances.

Section 4. The bargaining unit representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees, the bargaining unit and the Employer.

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work. The normal work week consists of forty (40) hours per week, with the exception of part-time employees.

Section 2. Pay Period. The normal pay period consists of eighty (80) hours within a consecutive fourteen (14) day period.

Section 3. Overtime. Overtime is that time worked in excess of eight (8) hours per day and/or forty (40) hours per calendar week. Overtime shall be paid at a rate of time and one-half (1-1/2) the regular hourly rate. Overtime worked on Sundays and holidays shall be paid at a rate of double time the regular hourly rate. Overtime shall be reasonably equalized on an equitable basis. Overtime shall be worked when required in a manner consistent with the parties' current practice. Information on overtime shall be displayed on the work area bulletin board. All overtime hours must be approved by the City Manager.

Section 4. On-Call Pay. When an employee is scheduled to work on a stand-by basis during the week to receive emergency calls and act on emergency situations, he will receive on-call pay at a rate of Two Hundred Fifty Dollars ($250.00) per on-call week. On-call hours shall be defined as 7:30 a.m. Friday through 7:30 a.m. the following Friday.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. A grievance, under this agreement, is a written dispute, claim or complaint, arising under and during the term of this agreement, and filed by either an authorized representative of, or an employee in, the bargaining unit.

The Employer and the Union agree that it is in the best interest of all concerned that the grievances be settled as quickly and expeditiously as possible, making every effort to settle these matters at the earliest step of the grievance procedure.

All parties agree that the question of grievances will be dealt with in a responsible manner and that the purpose and intent of this agreement will be strictly adhered to.

Section 2. An employee having a grievance in connection with his employment shall use the following procedure:

Step One - Informal

An employee shall first discuss the grievance with his immediate supervisor if the grievance is of a nature which may be remedied by the immediate supervisor. If the matter cannot be remedied by the immediate supervisor, then the grievance may be orally initiated with the City Manager or his/her designee. The City Manager or his/her designee retains the discretion to remand the matter to the immediate supervisor if, in the City Manager's sole discretion, the matter should have been initiated with the immediate supervisor.

The employee may have the Union steward present at this step. The immediate supervisor, City Manager or his/her designee, shall give the employee an answer within seven (7) calendar days.

Step Two - Written Procedure

If the grievance is not satisfactorily resolved at the informal step, the grievance shall be reduced to writing on forms provided by the Union and submitted to the city Manager or his/her designee, within five (5) calendar days after receipt of the answer in the informal step. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, state the contention of the employee(s) and/or the Union, and indicate the relief requested. Within ten (10) calendar days, the City Manager or his/her designee, shall provide the aggrieved employee(s) with the written response to the grievance.

Step Three (Optional)

With the mutual agreement of both parties, any grievance may be submitted to the Michigan Employment Relations Commission for purposes of grievance mediation in advance of proceeding to arbitration.

Step Four - Arbitration

The Union Representative or the Employer may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within thirty (30) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within fifteen (15) calendar days or within a longer period if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service (FMCS) requesting that an arbitrator be selected with assistance and under the rules of the FMCS.

(a) Powers of the Arbitrator. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor to rule on any matter except while this agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award under no circumstances, shall be based on other extra contract matters not specifically incorporated in this agreement.

(b) Arbitration Rules. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the bargaining unit, the Employer, and on all bargaining unit employees.

The bargaining unit will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in an appeal to any court or labor board, from an arbitrator's decision.

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received, unless the employee is required to reimburse such compensation.

The parties understand and agree that in making this agreement, they have resolved for its term, all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations of application of the matters which are specifically covered in this agreement and which are not excluded from arbitration.

Section 3. Grievance Procedure Rules. (a) Grievances are limited to matters of interpretation or application of provisions of this agreement.

(b) All written grievances must be signed and dated by the aggrieved employee and his steward, and name the articles that are being violated. All grievances must be filed within fifteen (15) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. In the event an employee is not available due to circumstances beyond his control, the steward may sign and file a grievance on the employee's behalf.

(c) If the Union or an employee fails to advance a grievance within the specified time limits, the grievance shall be deemed settled on the basis of the Employer's last answer.

(d) If both the steward and alternate are absent due to approved vacations at the time a grievance arises, the time limits will not begin until one of them returns, provided the employee's supervisor has been made aware of his intent to grieve within the fifteen (15) day requirement.

(e) An employee wishing to discuss and/or process a grievance with the steward during the employee's working hours, must first obtain permission from his supervisor. Such permission shall not be unreasonably withheld. The employee will be allowed a reasonable amount of time during regular work hours to discuss and process his grievance consistent with operational needs.

(f) The aggrieved employee may be required to attend any meeting relating to his grievance.

(g) If the Employer fails to answer a grievance within the specified time limits, the Union may move the grievance to the next step of the grievance procedure.

(h) The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the City of Grand Blanc, or unless the Employer alters the existing retirement or insurance plan during the course of this agreement.

(i) The time limits may be extended at any step of the grievance procedure by mutual written agreement.

ARTICLE 11

SPECIAL CONFERENCES

Section 1. The City of Grand Blanc and the Union agree to meet and confer on matters of clarification of the terms of this agreement and/or other important employment matters upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting.

Section 2. Special conferences shall be scheduled within ten (10) days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties.

Section 3. No more than two (2) representatives of either party, one which shall be the City Manager from the Employer, and a steward or official from the Union, may attend the special conference, three (3) parties each in the event the Union requests an outside official other than a steward. The respective parties shall have the sole authority in selecting delegates to the special conference.

ARTICLE 12

SENIORITY

Section 1. A regular full-time employee's seniority shall date beginning the date of the most recent date of hire. An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this agreement.

Section 2. A regular part-time employee's seniority shall date beginning the date of the most recent date of hire, and shall be prorated based on hours actually worked within a 2,080 hour work year (i.e., a part-time employee who works 1,040 hours within a 2,080 work year shall be credited with ½ year seniority). An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this agreement.

Section 3. Employees with the same date of hire will have their seniority established by a lottery drawing. The first name drawn will be on the seniority list before others hired in on the same day, the second name drawn will follow the first, etc.

Section 4. Seniority does not accumulate when an employee is off for more than one (1) month on a non-paid leave of absence, except on sick leave or paid vacation leave, unless expressly provided for in this agreement.

Section 5. Seniority List Posting. A seniority list shall be maintained in the Personnel Director's office with an updated copy provided to the steward, on request, each time a new employee is added.

Section 6. Loss of Seniority. An employee's seniority and employment shall terminate if:

(a) The employee quits;

(b) The employee is discharged; or

(c) The employee fails to return to work within seven (7) consecutive calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address; or

(d) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee; or

(e) The employee gives a fraudulent reason in requesting a leave of absence or engages in other employment during such leave of absence without prior approval; or

(f) A monetary settlement with the employee has been made for total disability, including any redemption of liability pursuant to the provisions of the Workers' Disability Compensation Act; or

(g) The employee is retired; or

(h) The employee is laid off for a continuous period exceeding the length of his employment or eighteen calendar months, whichever occurs sooner; or

(i) The employee fraudulently enters pertinent information on his application for employment or any official report; or

(j) The employee is convicted or pleads guilty to a crime that pertains to the employee's job duties. Other crimes may be cause to terminate an employee's seniority and employment, dependent upon attendant circumstances; or

(k) The employee is absent from work for three (3) scheduled working days without properly notifying the Employer.

Section 7. Returns to the Bargaining Unit. (a) During the first year following the promotion an employee may return to the bargaining unit either at his own volition or by demotion from a position outside the bargaining unit, if the employee was a former bargaining unit employee.

(b) Upon return to the bargaining unit, the employee shall retain all his City seniority for purposes of retirement, vacation accrual, longevity and wages.

For purposes of vacation preference, personal leave preference and layoff, the employee can use only that seniority ~~in~~ which he accrued in a bargaining unit position (a full-time or part-time Supervisory Group employee with the City of Grand Blanc).

Section 8. Probationary Period. Every new employee shall be required to serve a twelve (12) month probationary period during which, at specified intervals, the employee's work performance shall be evaluated by his supervisor. Such probationary period may be extended at the Employer's sole discretion, for an additional length of time up to and including a maximum of six (6) months in order to allow the probationary employee the opportunity to correct minor deficiencies in his work performance. Until employee has completed the probationary period, including any extensions thereof, with satisfactory rating by the Employer, the employee may be disciplined, laid off, or discharged, without cause and without resort to the grievance and arbitration procedures of this agreement.

ARTICLE 13

LAYOFF AND RECALL

Section 1. The City recognizes seniority for the purpose of layoff and recall and all layoffs and recall will be based on departmental seniority within the affected classification. In the event of a layoff, the employee most recently hired will be laid off first and so on in such order. In the event of a recall, the procedure shall be reversed and the employee laid off last will be recalled first. In the event that layoffs become necessary, the City has the option to offer high seniority employees layoffs first and then layoff according to the above procedure. Seniority shall be retained by any laid off employee for a period of eighteen (18) months or for a period of months equal to the months worked in the department before being laid off, whichever is less. The layoff and recall of employees shall not, in any way, affect the City's right to maintain part-time positions within any classification.

Section 2. Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the Employer's records, and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return to work within seven (7) consecutive calendar days, or his employment shall be terminated without recourse to this agreement unless the time is extended by the Employer.

ARTICLE 14

DISCIPLINE AND DISCHARGE

Section 1. The right to discharge, suspend or discipline employees shall remain at the sole discretion of the Employer, and except that no discharge or discipline shall be made without just cause. Discharge, suspension, or discipline must be by proper written notice to the employee, and the steward if the employee requests it, and the Employer shall cite specific charges against the employee.

Section 2. In the event of a discharge or discipline, the steward shall be present upon the employee's request, and shall be allowed to discuss the discharge with the employee either on or off the premises for a period not to exceed one (1) hour with pay for the steward if during the steward's duty time.

Section 3. Should the discharged, suspended or disciplined employee and the bargaining unit consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the City.

Section 4. It is understood by the parties that disciplinary actions are intended to be corrective in concept, rather than punitive. To this end, it is intended that such actions will be the amount deemed necessary to correct an employee. Disciplinary action shall be based on the Employer's discretion, and dependent upon attendant circumstances. In instances of minor offenses, such discipline when invoked will be progressive in nature.

In determining the degree of discipline, the following procedure shall apply:

1. There are four types of disciplinary actions that may be utilized depending upon the seriousness of the offense;

   (a) Verbal warning – documented into personnel file
   (b) Written reprimand
   (c) Suspension
   (d) Dismissal

2. Any of the above procedures for discipline may be waived by the City, depending upon the seriousness of the offense.

3. Written reprimands shall not be considered for progressive discipline after two (2) years and shall be removed from the personnel file after three (3) years provided there has been no repeated offense.

4. Suspensions are a permanent disciplinary action and will remain in the personnel file.

5. The degree of discipline entered in an employee's personnel file shall be considered confidential and shall not be made public by the Employer except under subpoena or by written request of the employee affected or as provided under the Bullard-Plawecki Employee Right to Know Act #397 Public Acts of 1978.

Section 5. Suspension. In the event an employee is suspended he shall be taken off the payroll for the extent of the suspension.

In all cases, an employee relieved from his work shall immediately surrender his departmental identification and building key to the City Manager or his/her designee.

Section 6. In the event an employee is involved in an incident that results in his being investigated for criminal prosecution, the Employer will not use the threat of discipline to force the employee to make a statement to be used against him/her in such prosecution. In the event the employee agrees to make a statement or discuss the incident with an investigator, he shall have the opportunity to have a representative of his choosing present.

ARTICLE 15

MEDICAL, MENTAL AND PHYSICAL EXAMINATIONS

Section 1. In the interest of public safety, health requirements and compliance with departmental rules and regulations, the City may require any employee to take a complete physical and/or mental examination. When the appointment for such an examination is during an employee's regularly scheduled work hours, he will receive straight-time compensation for those hours. The cost of said examination will be borne by the City. The results of said examination shall be furnished to the employee and collected by the City and maintained in a separate medical file which shall be treated as a confidential medical record.

In the event the Union disagrees with the opinion of the physician selected by the City, the Union and City shall mutually select a second physician who shall re-examine the employee. The expenses of the second doctor shall be borne equally by the Union and the City. In all cases, the Union reserves the right to submit medical information obtained by a physician of its own choosing and the City shall consider same in all applicable decisions affecting employee in question. However, the City reserves the right to base its decisions on any/all the medical information presented.

Section 2. Employees must obtain, attend, participate and cooperate with any Employer required examination at the appointed time unless a justifiable reason is given for being unable to do so, in which event the City will reschedule the examination. Failure of the employee to obtain said examination as required will result in an automatic suspension of the employee, without pay, until such time as the employee obtains said examination.

Section 3. If an employee has suffered an illness or injury which prevents him from working three (3) or more of his regularly scheduled days or establishes a pattern of consistently missing

his scheduled work days, the employee will be required to take such physical or other health related examinations as may be requested by the City. The City shall pay for such examinations. The City may schedule examinations as soon as possible.

ARTICLE 16

WORK RULES AND DEPARTMENTAL REGULATIONS

Section 1. The City may prepare, issue and enforce rules, departmental regulations and safety regulations necessary for the safe, orderly and efficient operation of the City.

Section 2. All employees shall be subject to the rules and regulations and policy and procedure of the City of Grand Blanc.

Section 3. At least ten (10) days prior to distribution of new or revised rules and regulations or policy and procedure, the proposed rule, regulation, policy or procedure will be fully explained to the steward, or alternate in steward's absence, and he will be afforded an opportunity for input. This provision may be disregarded if there is an urgent need to implement the rule, regulation, policy or procedure, and the steward is not readily available.

Section 4. Any unresolved complaint as to the unreasonableness of a new or existing rule and regulation or policy and procedure, or any complaint involving discrimination of the application of the new or existing rules and regulations or policy and procedure, shall be resolved through the grievance procedure.

Section 5. Unless otherwise agreed in writing, any rule and regulation or policy and procedure in dispute shall be adhered to by members of the bargaining unit until a contrary resolution is reached.

ARTICLE 17

DRUG AND ALCOHOL POLICY

Section 1. The applicable City of Grand Blanc's drug and alcohol policy is incorporated hereto and made a part of this agreement.

Section 2. Responsibility of the Parties. The parties mutually recognize drug and alcohol abuse as a potential health, safety and security problem. Both parties are further committed to provide a drug-free healthful, safe and secure work environment for all of its employees.

The parties recognize the implementation of the City's drug and alcohol policy as a management right and, therefore, the City shall be responsible for the implementation of the policy, including, but not limited to, testing and employee confidentiality. The parties further understand and agree, however, that the Union's responsibility as it relates to the above drug and alcohol policy is limited to representing its employees in wages, hours, terms and conditions of employment.

ARTICLE 18

WAGES AND FRINGE BENEFITS

Section 1. Wages. Wages currently in place as of the effective date of this agreement will be increased as follows:

Year 1	2% across-the-board wage increase
Year 2	2% across-the-board wage increase

Section 2. Eligibility. Only full-time employees are entitled to participate in the City's fringe benefit program, except as required by law.

Section 3. Life Insurance and Accidental Death and Dismemberment. A fifty thousand ($50,000) dollar term life insurance policy is provided by the City for each full-time and part-time employee. This policy also includes up to fifty thousand ($50,000) dollars in accidental death and dismemberment coverage. This coverage shall become effective not later than thirty-one (31) days from the date of hire.

Supplemental Life Insurance – an additional $50,000 of term life insurance is available to full-time employees under this agreement. Employees taking advantage of this option are subject to applicable Internal Revenue Service (IRS) regulations.

Section 4. Hospitalization, Vision and Dental Insurance. (a) The City provides each full-time employee and dependents, as defined by the carrier, with medical coverage including hospitalization coverage under the Blue Care Network HMO plan, which requires co-pay for office visits and prescription drugs. This coverage becomes effective upon completion of ninety (90) days of employment.

(b) The City shall provide a vision and dental care policy for each full-time employee and dependents, as defined by the carrier. Dental coverage becomes effective on the first day of the month following three (3) months of continuous full-time employment. Dental coverage is as follows:

Class I Benefits	-	100% (preventative, diagnostic and emergency palliative)
	-	90% (radiographs and balance of Class I benefits)
Class II Benefits	-	50%
Class III Benefits	-	50% (orthodontics)

The maximum contract benefits for Class I and Class II is $1,000 per person per contract year. Class III benefits shall not exceed a lifetime maximum of $1,000 per person.

(c) Health Care Insurance – Employee Premium Sharing. The parties mutually agree to fully comply with the health care insurance premium sharing requirements of P.A. 152 on a fair and equitable basis. Accordingly, effective June 1, 2013, the parties have agreed to allocate the employees' premium sharing obligations in a manner consistent with the attached worksheet (Exhibit A). Each employee's health care insurance premium contribution shall be deducted from his/her paycheck on a pre-tax basis pursuant to a Section 125 plan.

Beginning October 1, 2013, the City shall provide employees with a Flexible Spending Account (FSA) plan option.

(d) The City reserves the right to contract with the insurance carrier of its choice, so long as any change in carriers does not result in reduction of the benefit levels to its employees.

(e) Preceding any change in insurance carrier(s), the City shall schedule a meeting at which time a representative of the proposed insurance carrier will describe and discuss the company's benefit levels, claims and reimbursement procedures, and all other pertinent information. This meeting shall be held at City Hall. Subsequent to this meeting, but prior to any change in insurance carrier(s), the City shall meet and discuss the issue with representatives of the bargaining unit.

(f) In the event of death of the employee, the spouse and dependents can elect to continue coverage under the City's group plan at the spouse's and/or dependent's cost, pursuant to COBRA.

Section 5. Disability Insurance. The City provides a short term disability insurance program that begins after the 8th day of sickness or injury. The program will pay sixty percent (60%) of salary, up to $850.00 per week, for the duration of 26 weeks, for a sickness or injury not incurred on the job. Disability will be as determined and monitored by a physician. The City will provide a long term disability insurance program to begin after the 26 weeks of short term disability has been exhausted. The long term disability benefit will pay 60% of an employee's pre-disability income, up to a maximum of $3,500 per month. Disability will be determined by the insurance company in conjunction with the employee's physician.

Section 6. Non-Duplication of Benefits Option. An employee who is entitled to health care benefits under any employee insurance plan or Employer self-insurance plan which provides benefits similar to or identical to this agreement, shall have the option of receiving deferred compensation in lieu of the City's health care benefits.

Upon appropriate certification that the employee has health care benefits coverage through their spouse, the City will contribute one hundred ten dollars ($110.00) per pay period to that employee's City deferred compensation plan. The parties understand that such compensation contributions are subject to applicable withholdings, if any. At any time an employee elects to re-enroll in the City's hospitalization benefit program, the City will no longer contribute such compensation to the employee.

An employee choosing the compensation in lieu of the City's provided health and hospitalization benefits shall have the opportunity to re-enter the City's health and hospitalization benefit coverage subject to the following:

1. An employee who waives the right to City health care coverage, but continues to have coverage under another health care program, may return to the City program only at the annual contract re-opening.

2. If an employee has waived City coverage due to the fact that he/she is covered by his/her spouse, and that coverage becomes no longer available (due to layoff or termination of spouse, divorce, etc.), the employee may re-enter the City's program at the time coverage is lost. He/she must satisfy the insurance company's requirement that there has been a legitimate loss of coverage.

Section 7. Paid Holidays.

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day
Employee Birthday

The above named days are declared holidays by the City. Employees working any of the above days will be paid at the rate of double time (2x).

Employees not scheduled to work shall receive eight (8) hours pay at their regular rate. Employees on vacation, or bereavement leave shall receive eight (8) hours pay at their regular rate should a holiday occur during their leave.

Section 8. Vacations. (a) Employees shall be entitled to vacation time as follows:

Ten (10) days after one (1) year
Fifteen (15) days after five (5) years
Twenty (20) days after ten (10) years
Twenty-five (25) days after fifteen (15) years

Vacation time will be given in January of each year based on years of service completed within that year.

(b) All vacation requests should be submitted to the City Manager or his designee for consideration consistent with the City's vacation scheduling procedures. In the event that two or more employees apply for the same vacation periods, the employee's date of service will be the determining factor. Each employee will be given a written disposition of his/her request.

Approved vacation time will only be cancelled or changed if the needs of the City require such change or cancellation.

(c) All vacation time shall normally be taken between January 1st and December 31st. Up to one (1) week of unused vacation time can be carried over into the new calendar year, with the written approval of the City Manager, but must be used in that year.

(d) Vacation time will be paid at the employee's current hourly base rate. The time during which an employee is on vacation will be counted as time worked for purposes of all benefits.

Section 9. Longevity. Longevity payments will be paid in accordance with the following schedule:

Five (5) years	$ 725
Ten (10) years	$ 925
Fifteen (15) years	$1125
Twenty (20) years	$1325

Longevity payments will be made annually during the first pay in December, based on the number of years of service completed in that year. Longevity will not be rolled into an employee's base salary.

Section 10. Severance Pay. Payment will be made only if the person's job is eliminated by the City. It shall be based on 3 through 20 days of pay depending on date of service.

During first two (2) years	-	3 days
After 2nd year completed	-	5 days
After 3rd year completed	-	10 days
After 4th year completed	-	15 days
After 5th year completed	-	20 days
More than five (5) full years	-	20 days

Section 11. Sick Days. Full-time employees earn one (1) day of sick leave per month. Sick days may be used for illness and medical appointments. Sick leave shall be available to be used by the employee for illness of his/her spouse, children, mother, and father. Sick leave may also be used for others identified as "immediate family" consisting of those relatives living in employee's household. Sick days may be accumulated up to a maximum of forty (40) days. After reaching the 40-day cap, employees may continue to accumulate one (1) day per month through the calendar year. In January, after the year has been closed, twenty-five percent (25%) of these accrued days will be paid.

At retirement, as defined in Article 18, the City will pay fifty percent (50%) of any accumulated, but unused sick days, up to a maximum of twenty-six (26) days.

Section 12. Personal Business Days. After one (1) year of employment, each full-time employee will be granted seven (7) days per calendar year to be used for personal business. For

the period from the first anniversary date of employment through December 31 of that year, an employee's personal business days shall be calculated on the basis of fifty-eight percent (58%) for each full or fractional month of service to the nearest whole or half days.

The request for a personal business day must be made in writing to the City Manager or his/her designee at least twenty-four (24) hours prior to the requested date. A personal business day will not be approved if it would create a shortage of manpower.

Up to five (5) unused personal business days will be paid in the month of January at the current base rate. There shall be no accumulation of personal leave days beyond the end of the current calendar year.

Section 13. Retirement. (a) Pension. Full-time employees will be enrolled in a MERS B-3 F 55/25 defined benefit pension program. All new entry level employees will become participants of the MERS pension plan. The City of Grand Blanc contributes 11.5% of an employee's gross annual wages toward the cost of this program. Employees will be responsible for any amount over 11.5%. This will be paid through payroll deduction. MERS determines the amount of employee contribution annually. In order to receive full pension compensation, employees must work to the age of fifty-five (55) with twenty-five (25) years of service.

(b) City-Matched Deferred Compensation Plan (457). The City encourages employees to plan for their future retirement. As an incentive, the City will match the contribution of a full-time employee, and a part-time employee hired before 9/1/11 regularly scheduled to work thirty (30) hours or more per week, up to $1250, over the course of a fiscal year, to be deposited in an I.C.M.A. deferred compensation account. The sign-up period for this benefit is in May, before the beginning of the fiscal year in June. Employees are encouraged to monitor the I.C.M.A. program and make themselves aware of the maximum level of contributions allowed by law.

(c) Retiree Benefits – Full Retirement. A full time employee of the City hired before 9/1/11 who has attained the age of 50 and has 25 years of continuous employment with the City is eligible to receive the following fringe benefits upon retirement:

1. Blue Care Network HMO insurance plan.
2. Vision Care rider.
3. Prescription drug rider.
4. Dental Care Plan.

The regular retirement fringe benefit package is provided to each employee, spouse and dependents (as defined by the respective carrier or the IRS as applicable). In the event of the death of the retired employee, the spouse will continue to receive the fringe benefit package until he/she remarries. Dependent children will continue to receive the fringe benefits until they are no longer classified as being dependent children as defined by the respective carrier or IRS, as applicable. (NOTE: MERS full pension benefit does not begin until age 55 with 25 years of service.)

Any full-time employee of the City hired after 9/1/11 who has attained the age of 50 and has 25 years of continuous employment with the City shall receive only the Blue Care Network HMO Insurance Plan with co-pay prescription rider upon retirement.

(d) Retiree Benefits – Early Retirement. A full-time employee who has attained the age of fifty (50), but has only twenty (20) years of continuous service, may still elect to retire; however, the City will pay health care benefits at a rate that is reduced for each year of service less than twenty-five (25) as outlined below:

Years of Service	x	4%	=	Premium % Paid by City
25		4%		100%
24		4%		96%
23		4%		92%
22		4%		88%
21		4%		84%
20		4%		80%

Under this plan, the retiree will be responsible to pay the premium percentage not covered by the City. Retirees hired before 9/1/11 may purchase the City's term life insurance plan and/or dental plan at the City's reduced group rate. If the retiree receives medical benefits from another source, the retiree may elect to waive the City's retirement medical insurance benefit, and instead opt for the City to pay for life insurance and dental plans. (The City will pay for the replacement benefits at the same percentage level that the retiree would have received for the medical insurance benefit.)

A full-time employee who has attained the age of 50 and who has ten (10) years, but less than twenty (20) years of continuous service, may still elect to retire, however, the employee will pay 100% of the premium of the group rate for health care benefits. This provision is subject to and conditioned upon the applicable health care insurance provider's rules, regulations and approval.

(e) Coordination of Benefits with Medicare. Upon the retirement of a full-time employee hired before 9/1/11, and his/her spouse separately reaching Medicare eligibility age, the employee and spouse shall each apply for Medicare health benefits. The City will pay a monthly stipend, as determined by City Council, to each retiree and spouse so that they may purchase individual supplemental coverage, and City provided benefits shall discontinue. Notwithstanding the above, if the employee's spouse has health care coverage from his/her own employment, the spouse's health care coverage will be the primary carrier for the spouse and he/she will not be eligible for the monthly stipend.

Upon the retirement of an employee hired after 9/1/11 and his/her spouse separately reaching Medicare eligibility age, the employee and spouse shall each apply for Medicare health benefits, at which time Medicare shall become the employee's exclusive benefit and City provided benefits shall discontinue.

(f) Payment in Lieu of Retiree Benefits. On the date of retirement, an employee may already be covered under the health insurance plan of his/her spouse, and may be enjoying the City's non-duplication of benefits option. For these employees, the City will grant a one-time alternative lump sum cash option of $10,000.00.

To be eligible for the lump sum payment, prior to the employee's last day of work, the employee must provide appropriate certification that he/she is covered under health care benefits through another program. In addition, the employee must sign a waiver of entitlement to all future health care benefits. Once a retiree has been dropped from the City's policy, he/she will not be reinstated.

Section 14. Funeral/Bereavement Leave. Upon the death of a family member, a full-time employee shall notify the City Manager of the need for funeral leave. Funeral leave is granted solely for the purpose of making funeral arrangements, attending funeral home visitation and memorial services, and supporting bereaved family members. Five (5) working days will be allowed for the death of the spouse, parent, grandparent, child, grandchild, brother, sister, or spouse's parent. Three (3) working days will be allowed for the current spouse's brother, sister or grandparent.

Section 15. Tuition Reimbursement. When funds have been budgeted and are available, the City will reimburse each employee for up to two (2) courses each semester or term pursuant to the City of Grand Blanc Tuition Reimbursement Policy. Tuition expenses only will be paid upon proof of satisfactory completion of the course.

Section 16. Clothing Allowance. Each full-time employee shall receive a $400.00 per year clothing allowance to provide appropriate and adequate work apparel. The clothing allowance payment begins after one year of service. The clothing allowance will be paid in a lump sum during the first payroll period in June.

Section 17. Jury Duty. Employees shall be granted leave of absence when they are required to report for jury duty. The employee will be paid the difference between any jury duty compensation received and his/her regular wages for the time spent in jury service. In order to receive payment, an employee must give the City prior notice of summons for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 18. The City will maintain errors and omissions liability insurance at levels selected by the City.

Section 19. An employee who is on workers' compensation leave shall be allowed to accrue vacation, sick and personal time off.

Section 20. Employee Assistance Program (EAP). Employees and their families are eligible for the City of Grand Blanc's Employee Assistance Program. The EAP is an employee benefit that offers counseling and referral services to employees and their eligible dependents. Employees and/or family members with personal problems, i.e., drugs, alcohol, marital issues,

financial difficulties, mental health and legal problems, are urged to seek assistance from the EAP. The voluntary participation of an employee in the EAP program is not reported to the City of Grand Blanc.

Section 21. Coordination of Benefits. During the term of this Agreement, if changes to the medical, vision and dental benefits provided by the City are instituted for non-bargaining unit employees, the City shall be allowed to make those same changes to the benefits of employees covered by this Agreement with ten (10) days advance notice to the employees and without the requirement of bargaining.

ARTICLE 19

SAFETY AND ACCIDENT PREVENTION

The parties to this agreement recognize that accidents produce economic and social loss and that every employee is entitled to a safe and healthful place in which to work. The City, under the Michigan Occupational Safety and Health Act (MIOSHA), is required to maintain, for its personnel, a work environment free from recognized hazards which cause, or are likely to cause, death or serious physical harm.

Each employee is expected to observe safety regulations, report unsafe conditions to his immediate supervisor, wear appropriate clothing, keep work areas clean, work safely at all times, avoid horseplay, and use appropriate safety equipment provided by the City.

Accident prevention is good business and by working together accidents can be prevented. Failure to comply with posted safety regulations shall result in disciplinary action.

ARTICLE 20

MISCELLANEOUS

Section 1. Volunteer Fire Service. An employee who, as a member of the Grand Blanc Fire Department, is requested to respond to a serious emergency as a firefighter by the acting head of the Fire Department, shall be allowed to miss or leave work within the restrictions established in this section. The employee shall not forfeit any wages, compensation time, personal time, or vacation time whether the emergency is inside or outside the City. If the employee is not at work at the onset of the emergency, but will be likely to miss part or all of his scheduled shift, the acting head of the Fire Department shall notify the City Manager of the emergency and of the need for continued assistance by the employee. If the employee is requested to assist during the shift, he shall not report for emergency duty until released by the City Manager who will assure that adequate coverage of the City is maintained.

Section 2. Use of Facility. Upon approval of the City Manager or his/her designated representative, the Union may schedule and conduct its meetings of Union members (who are not on duty) on City property. It is understood that such meetings shall not disrupt the duties of employees or the efficient operation of the Department.

Section 3. Contract Copies. The Employer agrees to provide each covered bargaining unit member with a printed copy of this agreement within sixty (60) days of the signature date.

Section 4. Payroll Deductions. Upon request from an employee, the City will deduct from an employee's salary contributions to any of the following:

1. Individual Retirement Account
2. I.C.M.A. Deferred Compensation Plan
3. Union Dues or Service Fee
4. Credit union
5. Voluntary life insurance

An employee who is interested should contact the payroll department for further information. All payroll deductions requested by an employee shall be made in twenty-six (26) equal installments throughout the course of the year.

Section 5. Outside Employment. (a) Any outside employment undertaken should in no way deter an individual from satisfactorily performing his duties as a City employee.

(b) The number of working hours involved and the type of work to be performed shall be considered in determining whether this outside employment will conflict with the requirements demanded by the employee's position with the City.

(c) The City Manager or his/her designee is to make the decision regarding the feasibility of allowing the employee to indulge or continue in the outside employment. Requests for authorization to obtain outside employment will be submitted in writing, through the Chain of Command, to the City Manager.

Section 6. Bulletin Boards. (a) The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

1. Notices of Union meetings.

2. Notices of Union elections and the results where they pertain to the Employer's employees.

3. Notices of Union recreational and social events.

4. Other notices concerning Union affairs which are not political or controversial in nature.

(b) It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

(c) It is further agreed that all notices including those posted by the Union as provided for herein and those posted by the Employer shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

(d) The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, or the City's officers, agents, supervisors, employees, departments, or subdivisions, nor shall such notices be derogatory or critical of the services, techniques or methods of the Employer.

(e) There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matters, notices or any kind of literature upon the Employer's premises other than as herein provided.

Section 7. Residency. All employees are to live within twenty (20) miles of the nearest Grand Blanc City limits.

Section 8. Employee Information Update. An employee is expected to notify the personnel department and Department Head regarding any change in employee information. This includes address, telephone number, marital status, person to be notified in case of an emergency, number of dependents, pregnancy, education, work certificates, health problems or disabilities and beneficiaries. Failure to update these items could result in loss or delay of certain fringe benefits.

Section 9. Payroll. A pay period is fourteen (14) days long. If a regular payday falls during a vacation, an employee may receive his check before going on vacation. A written request must be received in the payroll department by the pay-end date of the previous payroll period. All wages shall be paid to employees through direct deposit in lieu of paper paychecks.

Section 10. Credit Union. City employees are eligible to become members of the Family Community Credit Union. Its services include payroll deduction, savings plans, loans, promissory certificates, certificates of deposits and family group life insurance.

Section 11. Non-Discrimination. The City of Grand Blanc shall not discriminate against a person on the basis of race, sex, color, religion, national origin, age or handicap status.

Section 12. The City's hiring policy and any future revisions thereof shall be applicable to fill all vacancies within the bargaining unit.

Section 13. S1 and D1 Water Licensure. Upon completion of three (3) years of employment with the City of Grand Blanc DPW Department, employees shall be entitled to an annual lump sum payment in the amount five hundred and 00/100 dollars ($500.00) for each year the employee meets the below requirements:

- Three (3) years experience with DPW Department
- S-1 Distribution License
- D-1 Treatment License
- No written reprimands on file

- No unexcused absences
- Good work record as determined by the department head

ARTICLE 21

LEAVES OF ABSENCE

Section 1. Military Leave. The parties agree to apply all state and federal laws applicable to military leaves of absence.

The City agrees to pay the difference between the employee's base wages and that of the military if such service would require the employee to suffer a monetary loss, for a period not to exceed six (6) months in duration. Payment will be made to the employee after a certified copy of the military pay voucher has been received by the City.

Section 2. Medical Leave. In the event of a non-work related illness or medical condition necessitating a prolonged absence from work, the City may grant a medical leave of absence, if the employee has used all available sick days. Any employee who has completed six (6) months of service will be eligible for a leave of absence up to a maximum of twenty-six (26) weeks, for reasons satisfactory to the City, including documentation from the physician. Employees must submit doctor statements regarding the commencement of the leave period, the nature of the illness and expected return to work date.

All employees on a non-work related medical leave of absence may be eligible for the City's disability insurance programs. Under the short term disability program, an employee may be eligible to receive 60% of their salary, up to $850.00 per week for twenty-six (26) weeks starting with the eighth (8th) calendar day of the reported date of the disability. A long term disability insurance program may begin after the twenty-six (26) weeks of short term disability insurance benefits have been exhausted. Employees will be required to apply their remaining sick days to the eight (8) day waiting period.

If an employee's leave is due to a medical disability, the employee shall continue to accrue vacation leave, sick days, personal days, seniority and participation in the pension program for a period of up to six (6) months. Upon return from medical leave, the employee must submit a written statement from his physician before reinstatement. The statement must verify that the employee is able to perform normal job duties and specify restrictions, if any. The duration of the disability leave will be based upon the employee's ability to perform his/her normal duties without endangering his/her safety. Light duty or temporary assignments are available, if necessary.

If an employee's leave is due to a non-duty or work-related medical disability, the City shall continue to provide for the employee's insurance benefits in the same manner as active employees, during the approved period of leave, not to exceed six (6) months, at which time continuation of health care benefits at the employee's expense shall be made available to the employee as allowed under applicable law (COBRA). If the employee fails to continue to pay

his/her premium contribution for the group health care coverage, if any, while on medical leave or COBRA, within thirty (30) days of the due date, the health care benefits will terminate.

Section 3. General Leave of Absence. Employees shall be eligible to apply for leaves of absence after one (1) year of service with the City. Leaves of absence are for employees who, in addition to their sick days and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Employees seeking leave time that would not be covered under the workers' compensation or medical leave policies, or employees requesting additional leave time after other such leave time has been exhausted, should submit a written request for a leave of absence to the City Manager, at least ten (10) working days in advance of the start of the leave, except in emergency situations. The City Manager shall furnish written approval or denial of the request to the employee. If approved, such leave shall not exceed six (6) months in duration and, in the case of continuation of leave for workers' compensation or medical leave, may or may not include continuation of City-paid benefits at the discretion of the City Manager. The City Manager's decision to grant, extend, or deny, with or without benefits, is not subject to contest pursuant to the parties' grievance and arbitration procedures.

An employee on an approved leave of absence shall be reinstated to his former position, however, failure to return to work on the date scheduled shall be cause for immediate termination.

An employee who seeks and/or obtains other employment while on such a leave of absence shall be terminated from employment effective on the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

An employee who takes a leave of absence for reasons other than disability or extended illness must pay the full premiums for insurance prior to the start of the leave.

It shall be the duty of the employee to keep the Employer notified of his proper address and telephone number at all times during the leave.

Disabilities caused or contributed to by pregnancy and recovery therefrom shall be treated as any other disability.

ARTICLE 22

SAVINGS CLAUSE

Section 1. If any section, sentence, clause or phrase of this agreement is for any reason held to be invalid or illegal, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this agreement or the agreement as an entirety. Both parties will reconvene to negotiate that section or portion of the agreement which is found to be illegal or invalid.

Section 2. Should the City be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the City not be obligated to provide double coverage, and to escape such double payments. The City shall be permitted to cancel benefits or policies which duplicate, in whole, compulsory governmental sponsored insurance programs.

ARTICLE 23

WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement.

ARTICLE 24

DURATION AND TERMINATION OF AGREEMENT

Section 1. This agreement shall be effective on the 1st day of June, 2013, and shall remain in full force and effect through May 31, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date, that it desires to modify or terminate this agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this agreement shall continue in full force and effect until terminated.

Section 2. Health Care Benefit Reopener. This Agreement shall automatically reopen without the requirement of any notice on June 1, 2014, to negotiate health care benefits only.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this 16 day of November, 2013.

GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

BY: _____
Michael Blom, President

CITY OF GRAND BLANC

BY: _____
Paul J. Brake, City Manager

BY: _____

BY: _____

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between
CITY OF GRAND BLANC
-and-
GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

Assistant DPW Director On-Call Pay

This Memorandum of Understanding and Agreement is made by and between the parties, CITY OF GRAND BLANC (hereinafter referred to as "City") and the GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP (hereinafter referred to as "Union"). It is understood and agreed as follows:

1. That while the Assistant DPW Director, Michael Blom, remains in his current position and, further, remains as an hourly employee, he shall continue to receive on-call pay consistent with the practice in existence at the time of the signing this Memorandum of Understanding.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

FOR THE CITY:

CITY OF GRAND BLANC

BY: _____
Paul J. Brake, City Manager

DATED: 11-26-13

FOR THE UNION:

GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

BY: _____
Michael Blom, President

DATED: 11-26-13

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between
CITY OF GRAND BLANC
-and-
GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

Matthew Wurtz

This Memorandum of Understanding and Agreement is made by and between the parties, CITY OF GRAND BLANC (hereinafter referred to as "City") and the GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP (hereinafter referred to as "Union"). It is understood and agreed as follows:

1. That as of September 14, 2011, employee, Matthew Wurtz, chose to remain in the ICMA 401 pension program previously sponsored by the City.

2. That the City will continue to make an annual contribution of 11.5% of the employee's gross annual wages toward the cost of this program for this employee only.

3. This Memorandum of Understanding and Agreement shall expire upon Matthew Wurtz's withdrawal from the ICMA 401 pension program in favor of the current City-sponsored pension program, or upon his retirement/termination from employment with the City, whichever is first.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

FOR THE CITY:

CITY OF GRAND BLANC

BY: _____
Paul J. Brake, City Manager

DATED: 11-26-13

FOR THE UNION:

GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

BY: _____
Michael Blom, President

DATED: 11-26-13

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between
CITY OF GRAND BLANC
-and-
GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

Red Circled Part-Time Employee Benefits

This Memorandum of Understanding and Agreement is made by and between the parties, CITY OF GRAND BLANC (hereinafter referred to as "City") and the GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP (hereinafter referred to as "Union"). It is understood and agreed as follows:

1. During the contract negotiations for the collective bargaining agreement expiring May 31, 2015, the following part-time employees were either receiving a certain level of benefits, or a certain level of benefits was agreed to be provided. Those employees and their corresponding benefits are as follows:

Part-Time Employee	Benefit Levels
Ted Sczepanski	Life insurance (as provided for in Article 18, Section 3); dental and vision (as provided for in Article 18, Section 4(b)); disability insurance (as provided for in Article 18, Section 5), and vacation (as provided for in Article 18, Section 8)
Cathy Groce	Life insurance (as provided for in Article 18, Section 3), and vacation (as provided for in Article 18, Section 8)

2. That the parties agree to red circle these employees' level of benefits, allowing the employees to continue those benefits conditioned upon such employees continuing in their current scheduled hours of work. In the event the employees' scheduled hours of work should change, that will be cause for a contract reopener to negotiate, as a mandatory subject of bargaining, the employees' level of benefits.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

FOR THE CITY:

CITY OF GRAND BLANC

BY: _____
Paul J. Brake, City Manager

DATED: 11-26-13

FOR THE UNION:

GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

BY: _____
Michael Blom, President

DATED: 11-26-13

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
Between
CITY OF GRAND BLANC
-and-
GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

Me Too Provision

This Memorandum of Understanding and Agreement is made by and between the parties, CITY OF GRAND BLANC (hereinafter referred to as "City") and the GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP (hereinafter referred to as "Union").

That during the negotiations for a collective bargaining agreement, the parties also reached agreement on the following item, which the parties mutually agree is appropriate for a Memorandum of Understanding:

The parties hereby understand and agree that in the event the City bargains to provide any other employee group a wage or benefit that exceeds that provided in this tentative agreement, such wage or benefit shall be incorporated within the collective bargaining agreement. Exceptions to this "me too" provision include such matters that are occupation specific to another bargaining unit. This "me too" provision shall automatically expire without requirement of any further notice upon agreement with all other employee groups.

FOR THE CITY:

CITY OF GRAND BLANC

BY: _____
Paul J. Brake, City Manager

DATED: 11-26-13

FOR THE UNION:

GRAND BLANC PROFESSIONALS ASSOCIATION – SUPERVISORY GROUP

BY: _____
Michael Blom, President

DATED: 11-26-13

EXHIBIT A

City of Grand Blanc
PA 152 - FY 2014 (July 2013 - May 2014)
Hard Cap Analysis - Allocation Method

State Monthly Base:

		City Employees	Aggregate Annual Amount
Single	$ 474.38	5	$ 28,462.50
Single Plus One	$ 948.75	5	$ 56,925.00
Family	$ 1,293.75	11	$ 170,775.00
	Total State Allowable:	21	$ 256,162.50

City FY 2014 Monthly Cost:

		City Employees	X Lives Insured	= Total Lives	Aggregate Annual Amount
Single	$ 511.95	5	1	5	$ 30,717.00
Single Plus One	$ 1,177.48	5	2	10	$ 70,648.80
Family	$ 1,382.25	11	3	33	$ 182,457.60
	Total City Cost:	21		48	$ 283,822.80
				Difference	$ 27,660.30

Employee cost with Smoothing:	Annualized	Employee Per Pay Share
	$ 576.26	$ 22.16
Single	$ 576.26	$ 22.16
Single + One	$ 1,152.51	$ 44.33
Family	$ 1,728.77	$ 66.49

Employee cost without Smoothing:

		Annualized Cost	80/20	Hard Cap Allowable Cost	Employee Annual Hard Cap Share	Employee Per Pay Hard Cap Share
Single	$ 511.95	$ 6,143.40	$ 1,228.68	$ 5,692.50	$ 450.90	$ 17.34
Single Plus One	$ 1,177.48	$ 14,129.76	$ 2,825.95	$ 11,385.00	$ 2,744.76	$ 105.57
Family	$ 1,382.25	$ 16,587.00	$ 3,317.40	$ 15,525.00	$ 1,062.00	$ 40.85

From PA 152:
A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit.