LETTER OF UNDERSTANDING

The employer, City of Grand Haven, and the union, Local 517M/SEIU, agree that:

1. The Collective Bargaining Agreement between the employer and the union effective from July 1, 2019 through June 30, 2020 will remain in effect unless changed by this letter of understanding and only for the length of the State of Michigan Governor’s Executive Order 2020-21 (also known as, “Stay Home, Stay Safe”) in response to the COVID-19 pandemic.

2. The employer has provided employees with 80 hours of sick leave for COVID-19 related reasons (following the Families First Coronavirus Response Act), prorated for part-time employees. Employees utilizing this sick leave are considered to be an on-call status. Employees called in will be paid regular pay and will not be charged for sick leave for the hours worked.

3. It is recognized that due to restrictions within the Order 2020-21, the employer has a lack of work for employees. To address this lack of work, the employer will utilize the following steps in order:
   a. Offer voluntary temporary layoffs to employees
   b. If an insufficient number of employees utilize the voluntary temporary layoff, employees may use sick leave (as described above), comp time, and PTO to cover their unscheduled hours every week
   c. If an insufficient number of employees utilize ‘a’ or ‘b’, as determined by the employer, the employer shall layoff employees following the language in the collective bargaining agreement
   d. Remaining employees will stay on a rotating schedule, which may require transferring to different shifts based on seniority

4. Employees will be recalled based on seniority, as outlined in the collective bargaining agreement. If an employee, when recalled, decides to not accept the recall, that employee does not lose recall rights and the next senior employee will be recalled. Subsequent recalls would start with the most senior employee. The recall notification shall happen by phone call and email. The recalled employee
then has 48 hours to respond to the recall by phone call or email and must be able to report for duty within one business day of the employee's response.

5. Benefits: The following benefits, if elected prior to the layoff, will remain intact during the temporary layoff: medical insurance, dental insurance, vision stipend, life insurance, Employee Assistance Program, FSA, AFLAC benefits, and any federally or state mandated benefits. The regular premium share, if any, will still be due to the City. The employer will tabulate the amount of premium due and it will be deducted from the employee's pay upon return. Any MERS defined contribution, Health Care Savings Plan, 457, 401(a), and health savings account deductions will be stopped while on a layoff. Your MERS service time will not accrue during a layoff, as you must work 10 six-hour days within a calendar month to obtain a month of MERS service.

6. Length of understanding: This Letter of Understanding and the conditions within shall be effective starting April 6, 2020, and shall remain in effect through April 30. It may be extended or lessen based on mutual agreement between the employer and union.

Pat McGinnis, City Manager

4/13/2020

Date

Zac VänOsdl, HR Manager

4/13/2020

Date

Steve Petricko, Unit President

4/9/20

Date

Christine Stressmann, SEIU

4/9/20

Date