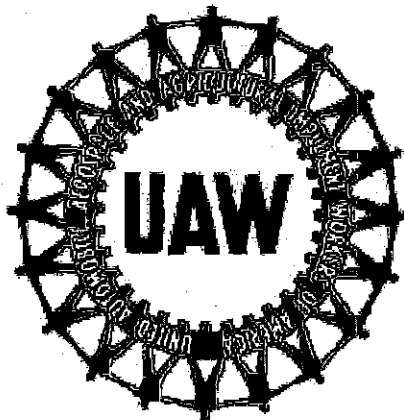


COLLECTIVE BARGAINING AGREEMENT

BETWEEN



AND



**UNITED AUTO WORKERS, UNIT 41 of LOCAL 412
SUPERVISORY EMPLOYEES**

JULY 1, 2006 – JUNE 30, 2012

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AGREEMENT

Section 1. This AGREEMENT entered into between THE CITY OF STERLING HEIGHTS (hereinafter referred to as the "City ") and THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UNIT 41 OF LOCAL 412, U.A.W. (hereinafter referred to as the "Bargaining Unit "), for and on behalf of all Supervisory Employees (hereinafter referred to as the "Member" or collectively as the "Members") of the City.

Section 2. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the City and the Bargaining Unit 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.

Purpose and Intent

The purpose of this Agreement is to set forth wages, hours, terms and conditions of employment for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City in its capacity as an Employer, the Members, the Bargaining Unit, and the residents of the City.

The parties recognize that the interest of the community and the job security of the Members depend upon the City's success in establishing a proper standard of services to the community.

To these ends, the City and the Bargaining Unit encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Members.

It is agreed by the City and the Bargaining Unit that the City is legally and morally obligated to provide equality of opportunity, consideration, and treatment of all employees of the City and, accordingly, to establish policies and regulations that will insure such equality of opportunity, consideration, and treatment of all persons employed in the Bargaining Unit in all phases of the employment process, without regard to race, color, creed, national origin, age, political orientation, sex, sexual orientation, marital status, or non-disabling handicap, except where based on a bona fide occupational qualification in accordance with applicable State and Federal Laws.

ARTICLE 1

Recognition

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended and Act 379 of the Public Acts of 1965, the City recognizes the Bargaining Unit as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined by the terms of this Agreement for those Members included in the Bargaining Unit described in Appendix A. Classifications may be added to or deleted from those classifications described in Appendix A by agreement between the City and Bargaining Unit.

Authorized representatives of the Bargaining Unit shall be permitted to visit the operation of the City during working hours to talk with the chairperson and steward of the Bargaining Unit, and/or representatives of the City concerning matters covered by this Agreement, without interfering with the progress of the work force.

The City reserves the right of management to reassign duties to maintain the efficiency of the organization. However, if duties are added or reassigned to members of the group, the City is willing to meet and negotiate rates of pay for those additional responsibilities.

ARTICLE 2

Union Rights Clause

Section 1. The City agrees that it will not replace regular Members or require other persons, other than Members in the Bargaining Unit, to perform work which is recognized as the work of the Members in said Bargaining Unit, except in temporary situations, training, or cases of emergencies. It is not the intent of the City to replace permanent Members with temporary employees. Successive temporary appointments of the same person to the same position shall not total more than six (6) months.

Section 2. The Bargaining Unit shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Member whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable times determined by the City.

Section 3. Any alleged violation of the Union Rights Clause will be subject to an immediate hearing of the Grievance Panel, Step 2, of the Grievance Procedure.

ARTICLE 3

Check off and Remittance of Dues and Fees

Section 1. Members hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union.

Section 2. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the City agrees to deduct Union membership dues, representation fees and/or any other fees levied in accordance with the Constitution and By-Laws of the Union and the terms of this Agreement, from the pay of each Member. Such dues and/or fees must be accumulated by payroll deduction. Failure of a Member to complete the "Authorization for Check-off of Dues" form shall result in the City automatically deducting dues from the Member's pay in compliance with Public Act 604 (MCLA 408.477).

Section 3. Deduction for any calendar month shall be remitted to the Financial Secretary/Treasurer of U.A.W. Local Union 412 with a list of names of all Members from whom deductions have been made no later than fifteen (15) days following the month in which the deduction was made.

Section 4. The City agrees to provide this service without charge to the Union.

Section 5. The City shall advise the Bargaining Unit of all transfers, eliminations or new hires each sixty (60) days.

Section 6. The City shall not be liable to the Bargaining Unit or Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Members.

Section 7. The Union will defend, indemnify and save harmless the City from any and all claims, demands, suits and other liability by reason of action not taken by the City for the purpose of complying with this Article.

ARTICLE 4

Extra Contract Agreements

The City agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the Members covered by this Agreement; or any agreement or contract with the said Members, individually or collectively which in any way affects wages, hours or working conditions of said Members, or any individual

Member in the Bargaining Unit. This Article is not intended nor shall be interpreted as precluding agreements in the form of memorandums of understanding approved by the City and Bargaining Unit.

ARTICLE 5

Discharge or Suspension

Section 1. The City shall not discharge or suspend a Member without just cause. Discharge must be by written notice to the Member, Bargaining Unit and the Union. A Member aggrieved by such discharge or suspension may seek relief through the Grievance Procedure outlined in Article 7 of this Agreement, going immediately to Step 2.

Section 2. In cases of discharge or suspension of five (5) or more work days, a Member may consult with the Union Steward before leaving City property; provided, however, that if there is a potential for disruption of the work environment or damage to City property, the Member may be escorted to a secure location for purposes of the consultation.

Section 3. The Bargaining Unit shall not represent newly hired employees who are discharged or disciplined during their probationary period except if discharged or disciplined for Union activities.

ARTICLE 6

Election of Remedies

Section 1. When the same remedies are available for a dispute which arises under this Agreement under the grievance procedure and an administrative or statutory process, such as but not limited to a Veteran's Preference Hearing, Civil Rights Hearing, or Department of Labor Hearing, and the Member elects to utilize the statutory or administrative process, the Bargaining Unit and the affected Member shall not process the dispute through the grievance procedure provided for in this Agreement.

Section 2. If a Member elects to use the grievance procedure in this Agreement and, subsequently, elects to utilize the statutory or administrative process to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

Section 3. Nothing herein shall be construed to eliminate the right of a Member or the Bargaining Unit to apply to the Courts to compel compliance with Agreement terms and with the grievance procedure by request for injunctive or other relief.

ARTICLE 7

Grievance Procedure

Section 1. A grievance is defined as a difference, dispute, or complaint between the City and the Bargaining Unit as to the application or interpretation of this Agreement, and it is mutually agreed that grievances shall only be allowed on items set forth in this Agreement or memorandums of understanding agreed upon by the City and Bargaining Unit.

Every Member in the Bargaining Unit shall have the right to present grievances in accordance with the procedure herein.

The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

Section 2. Grievances shall be initiated at Step 1 within ten (10) days of the event, occurrence, or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement in writing of the Bargaining Unit and the City. For purposes of this Article, all time periods shall be calendar days.

Section 3. Grievances shall be processed according to the following steps:

Step 1. Verbal (City Manager) - Members who believe they have a grievance may discuss their complaint with the City Manager with or without the presence of their Steward. The Member or Members and City Manager shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory resolution of the complaint. The Member or Members have the right to discuss the complaint with their Steward before any discussion takes place with the City Manager. The City Manager shall make arrangements for the Member or Members to be off the job for a reasonable period of time in order to discuss the complaint with their Steward. The City Manager shall give a verbal answer to the complaint within twenty-four (24) hours of the meeting.

Step 2. Written (City Manager) - If the matter is not satisfactorily settled by oral discussion at Step 1, a grievance may be submitted in written form by the

steward to the City Manager. The City Manager shall sign and date the grievance form when received. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the Member(s) involved, so far as diligent effort will allow, and the provisions of the Agreement, that the grievant claims have been violated. The City Manager shall meet and discuss the grievance with the steward and the aggrieved Member(s) within five (5) days of receipt of the written grievance and render a written answer to the steward within five (5) days of such meeting. The written answer shall outline in detail the basis or reason such decision was arrived at and why. Any documentation, orders, or rules and regulations shall be attached.

Step 3. (Regional Review) - If not satisfactorily settled at Step 2, the City Manager shall send a copy of the written grievance and written answer to the Regional Director of the Union within seven (7) days following the Step 2 meeting. The Regional Director of the Union or a designated representative, after receiving the grievance and answer, will review the matter. If the matter is one on which an arbitrator has power and authority to rule, and if the matter merits appeal, the Human Resources Director or a designated representative shall within ten (10) working days of receipt of said grievance and answer, arrange a meeting with the Bargaining Unit Chairperson, the Regional Director and the City Manager. At the option of the City Manager, other management members may be present. At the option of the Regional Director or a designated representative, other Union representatives may be present. At the meeting, the parties shall discuss the circumstances and attempt to settle the matter.

Step 4. (Arbitration) - An unresolved grievance, having been processed through Step 3 of the Grievance Procedure, may be submitted to arbitration by either party (City or Union) in accordance with this Article. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. The notice to arbitrate shall include names of suggested arbitrators. In the event the parties cannot agree upon an arbitrator within ten (10) days, they shall request that an impartial arbitrator act as chairman, to be appointed from either of the American Arbitration Association (AAA), the Michigan Employment Relations Commissions (MERC), or the Federal Mediation and Conciliation Service (FMCS), in accordance with their respective rules and regulations.

The right of either party to demand arbitration over an unresolved grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 3 of the grievance procedure, and any grievance not submitted within such period shall be deemed waived.

Section 4. Pre-Arbitration. Within thirty (30) days of requesting arbitration, the City and Union shall meet to discuss and exchange a completed pre-arbitration form and copies of all evidence.

- A. At that time, the parties should arrange a meeting to review the case and make any last minute changes.
- B. If such meeting fails to resolve the matter, the parties agree that only the items and evidence presented at these pre-arbitration meetings can be presented at the arbitration hearing.
- C. It is further agreed that the Union will present their case first at arbitration, in cases regarding contract violations and that in cases of discipline and rates for new positions, that the City shall present their case first.

Section 5. Power and Authority of the Arbitrator. The arbitrator shall limit a decision strictly to the interpretation, application or enforcement of this Agreement, and:

- A. Shall have no authority to require the City to purchase buildings, equipment or material.
- B. Shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- C. Shall have no authority to grant a wage increase or decrease, except in cases of arbitration of new positions established by the City between Agreement periods.
- D. Shall have no power to substitute for the City's discretion in cases where the City has been given discretion by this Agreement.
- E. Shall have no power to decide a question, which under this Agreement is within the powers of the City to decide. In rendering decisions, an arbitrator shall have due regard to the powers of City to manage the municipal organization and shall so construe the Agreement that there would be no interference with such powers except as it may be specifically limited by this Agreement.
- F. Shall have no authority to grant any relief for any period of time whatsoever prior to the execution date of this Agreement.

- G. Shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations, or discretion which by State Law or City Charter, the City cannot delegate, alienate or relinquish.
- H. Shall limit all claims for back wages to the amount of back wages the Member would have earned on the job less compensation earned during time off.

Section 6. Decisions.

- A. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- B. The decision of the arbitrator shall be final and binding upon the City, the Bargaining Unit and the affected Member or Members; and there shall be no appeal of the arbitrator's decision, if made within the jurisdiction and authority granted the arbitrator by this Agreement.
- C. In the event a case is appealed to the arbitrator and the arbitrator finds that it has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- D. The expenses of the arbitrator shall be divided and paid equally by the City and the Bargaining Unit.
- E. The City and the Bargaining Unit shall individually make arrangements for and pay the expense of their respective witnesses who are called by them.
- F. The aggrieved, the Bargaining Unit representatives, and any other City employee testifying in the arbitration hearing shall not lose pay for appearing as a witness.
- G. All records, reports, and other information pertaining to a grievance, which the requesting party seeks to utilize in a grievance proceeding, shall be made available within ten (10) days from written request. Requests for information from the City shall be directed to the City Manager.
- H. Grievances affecting more than one (1) Member may be treated as group grievances and processed beginning at Step 2 of the grievance procedure by the Bargaining Unit.

- I. In instances where the subject matter of the grievance lies within the jurisdiction of specific City departments, [e.g., Payroll], the grievance steps may be reduced in order to bring the grievance to the department's immediate attention for a recommendation as to the action to be taken at Step 2.
- J. An unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Bargaining Unit.

ARTICLE 8

Union Representation

Section 1.

- A. There shall be one (1) chairperson and one (1) steward chosen from among Members of the Bargaining Unit in a manner to be determined by the Union. In the absence of the chairperson and/or steward an alternate shall be appointed.
- B. The Bargaining Unit shall designate to the City, in writing, the chairperson and steward. In the event there is a change in the chairperson or steward, the Bargaining Unit shall give timely notice to the City.
- C. The steward and/or chairperson may investigate and process Member grievances without loss of time or pay.
- D. While the Bargaining Unit represents new hires during their one (1) year probationary period regarding terms and conditions of employment, the parties agree that new hires may be terminated during their probationary period for any reason, without recourse to the grievance procedure.
- E. Before entering upon such Union business, the steward and/or chairperson, as the case may be, shall give notice and receive approval from the City Manager or a designated representative for release from their work assignment for such time as may be necessary to conduct such Union business. Approval shall not be withheld except for a stated emergency work situation, nor shall this privilege be abused. Any alleged abuse by either party will be proper subject for a Step 2 grievance procedure in accordance with Article 7 of this Agreement.

Section 2. The chairperson and steward of the Bargaining Unit shall be retained in their work areas and shifts for representation purposes during layoffs, regardless of seniority, if they are qualified to perform the work.

Section 3. The Bargaining Unit shall be provided with a suitable bulletin board at each location for the posting of Union notices and other materials.

Section 4. The Bargaining Unit may schedule meetings on City property, insofar as such meetings are not disruptive of the duties of the Members or the efficient operation of the department, subject to approval of the City Manager or a designated representative which approval shall not be unreasonably withheld.

ARTICLE 9

Union Leave of Absence

The City shall give up to fifteen (15) calendar days time off, without discrimination, loss of seniority rights, and without pay to Members designated by the Bargaining Unit to attend a labor convention, seminar, or school, provided seventy-two (72) hours prior written notice is given to the City by the Bargaining Unit, specifying length of time off for Union activities. It is understood that approval will not be unreasonably withheld and all reasonable requests shall be granted, provided there shall be no disruption of operations due to lack of employees.

ARTICLE 10

No Strike/No Lockout

During the term of this Agreement, the Bargaining Unit will not cause, nor permit its Members to cause, nor will any Member of the Bargaining Unit take part in a strike, a slow-down, or any concerted effort to diminish the quantity of the work performed by the Members of the Bargaining Unit, and the Bargaining Unit shall take appropriate action to prevent the continuance of any such concerted efforts on the part of the Members. As a corollary to the No-Strike clause, the City agrees that during the life of this Agreement, it shall not cause, nor permit to be caused a lockout of the Members covered by this Agreement.

ARTICLE 11

Binding Effect on Successors

This Agreement shall be binding upon the parties hereto, their respective successors, administrators, executors, and assigns.

ARTICLE 12

Equipment, Accidents and Reports

A Member involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. The Member shall complete an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident(s).

ARTICLE 13

Military Service

A Member inducted into the Armed Services of the United States under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of national emergency, shall upon termination of such service, be re-employed in line with the Member's seniority, at the then current rate of pay, provided the Member has not been dishonorably discharged from the Armed Services and is physically able to do work available. A returning Member must report to work within ninety (90) days of the date of discharge from the Armed Services.

- A. Military service, as above defined, shall be credited to a returning Member's length of City employment.
- B. A probationary employee who enters the Armed Services and meets the foregoing requirements must complete the probationary period and upon completing it, will have seniority equal to the time spent in the Armed Services, plus ninety (90) days.
- C. Except as otherwise provided in this Agreement, the re-employment rights of Members and probationary employees will be limited to applicable laws and regulations.

ARTICLE 14

Management Rights

The City on its own behalf and on behalf of its residents, hereby retains, and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the State of Michigan and the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved

to and remain vested in the City, including but without limiting the generality of foregoing the right to:

- A. Manage its affairs efficiently and economically, including the determination of quality and quantity of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation.
- B. Introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
- D. Determine the number, location, and type of facilities and installations.
- E. Determine the size of the work force and increase or decrease its size.
- F. Hire, assign and lay off employees to reduce the workweek or the workday or effect reductions in hours worked.
- G. Permit municipal employees not included in the Bargaining Unit to perform bargaining unit work in cases of emergency.
- H. Direct the work force, assign work and determine the number of employees assigned to operations.
- I. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification.
- J. Determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
- K. Establish work schedules.
- L. Discipline and discharge employees for just cause.
- M. Adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. Transfer, promote and demote employees from one classification, department or shift to another.

- O. To select Members for promotion or transfer to supervisor or other positions and to determine the qualifications and competency of Members to perform available work.

Nothing in this Article is intended to limit any other rights of the City not expressly included in this Article where the exercise of such right is not in conflict with any other provisions of this Agreement.

ARTICLE 15

Severability and Savings Clause

- A. In the event that any provisions of this Agreement shall at any time be declared invalid by a Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- B. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 16

General

Section 1. Pay. The City shall provide pay periods every other Thursday. Each Member shall be provided an itemized statement of earnings and deductions made for any purpose. All new employees of the City who become Members of the Bargaining Unit shall be required to participate in the City's direct deposit of payroll program.

Section 2. Out-of-Classification Pay. The City may temporarily assign a Member to work in a higher job classification for up to thirty (30) consecutive workdays without paying out-of-classification pay. After thirty (30) consecutive work days, the Member shall receive the higher rate of pay when performing a preponderance of the duties and tasks assigned to the higher job classification.

The City reserves the right to reassign duties to maintain the efficiency of the municipal organization. However, if duties are added or reassigned to Members of the Bargaining Unit, the City will meet and negotiate rates of pay for those additional responsibilities.

Section 3. Bonds. Should the City require a Member to provide a bond, a cash bond shall not be required and any premium charged for a surety bond shall be paid by the City.

Section 4. Mileage. A Member shall be reimbursed at the standard rates promulgated by the Internal Revenue Service for mileage incurred on a personal vehicle while traveling to and from a job location, which is not the Member's principal place of employment. The City will provide transportation whenever possible.

Section 5. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

Section 6. Members shall take directions and orders only from superior managers, directors, and up to and including the City Manager.

Section 7. The City shall have the right to deduct from a Member's paycheck any amount received that the Member was not entitled to under this Agreement, without the specific written approval of the Member. The deduction will be in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

Section 8. Residency. Members shall reside in Macomb County and/or within twenty (20) miles from the City's municipal boundaries while employed by the City.

Section 9. The parties agree that compliance with the Michigan Persons with Disabilities Civil Rights Act and the federal Americans With Disabilities Act shall take precedence over any provision of this Agreement.

Section 10. Definition of Month. Except for purposes of pension-related calculations, a month shall be defined as fifteen (15) calendar days.

ARTICLE 17

Vacancies and Promotions

Section 1. Promotions shall be filled in accordance with the following procedure:

- A. Vacancy. The City Manager has the power to fill a vacant position in the Bargaining Unit. Consideration will be given to Members based upon experience and familiarity with the municipal organization when a position

is to be filled. If applicants are equally qualified, existing Members of the Bargaining Unit shall receive preference.

- B. Trial Period. All new Members to the Bargaining Unit shall be on probation for one (1) year. A Member promoted from within the Bargaining Unit shall be given a trial period up to six (6) months to qualify on the job. In the event a promoted Member cannot qualify, they shall be returned back to their former position.
- C. Rate of Pay. A promoted Member shall receive the regular rate that provides an increase called for in the new classification.

ARTICLE 18

Waiver Clause

Section 1. 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 area 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 City and the Bargaining Unit, for the life of this Agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 19

Hours of Work

Section 1. The City and Bargaining Unit recognize that Members are exempt under the Fair Labor Standards Act. Effective December 30, 2006, the normal city workweek consists of five (5) days, Monday through Friday. The normal City workday consists of eight (8) hours of work with one (1) hour lunch break. Normal work hours are 8:00 a.m. to 5:00 p.m. daily. The City has the right to change the normal workweek and work hours. The City will give prior written notice to the Bargaining Unit of any change to the normal workweek or hours and, if requested, will meet with representatives of the Bargaining Unit to discuss the change(s).

Section 2. Flextime scheduling may be approved by the City Manager or a designated representative on a case-by-case basis if requested by a Member.

ARTICLE 20

Compensatory Time

At the City's discretion, Members may be allowed compensatory time for all hours worked in excess of forty (40) hours in one work week, these hours are earned at the rate of one and one-half (1-1/2) hours for each additional hour worked. There shall be no maximum accumulation of compensatory hours.

Compensatory time may be taken by a Member subject to prior approval by the City Manager or a designated representative. Members will be allowed to use compensatory time within a reasonable period after a request is made, unless said time off would be unduly disruptive to municipal operations.

Annually following the first biweekly pay period in June, Members shall be compensated at their regular hourly rate for up to 180 hours of accumulated compensatory time. In addition, Members shall be compensated for up to 75 hours for any accumulated compensatory time in excess of 225 hours. [Example: A Member with 360 hours of accumulated compensatory time would receive pay for the first 180 hours, no pay for the next 45 hours (225 hours), an additional 75 hours pay (300 hours), and then no compensation for the last 60 hours.] A Member may elect to carry into the next fiscal year up to twenty (20) hours of accumulated compensatory time.

Upon death, retirement or resignation in good standing, a Member or the Member's estate shall be paid for any accumulated compensatory time up to the maximum established per this Article.

ARTICLE 21

Vacation

Members shall be entitled to vacation time with pay pursuant to the following schedule:

- A. Members who have completed one (1) year to nine (9) years of continuous service shall be granted fifteen (15) work days vacation upon completion of each year without loss of pay.
- B. Members who have completed ten (10) to eleven (11) years of continuous service shall be granted eighteen (18) work days vacation upon completion of each year without loss of pay.

- C. Members who have completed twelve (12) years of continuous service shall be granted twenty (20) work days vacation upon completion of each year without loss of pay.
- D. Members who have completed twenty-five (25) years of continuous service shall be granted twenty-five (25) work days vacation upon completion of each year without loss of pay.
- E. After successful completion of the probationary period, new Members shall be entered on the vacation list and shall earn (accrue) vacation from the day they commenced their employment.
- F. Members who lose time due to a disability compensated under the Worker's Disability Compensation Act shall receive their vacation accrual for a maximum of one (1) year.
- G. Vacation time is based on a Member's anniversary date. Vacation days are credited to the Member's vacation bank at the end of the completed year of service and cannot be taken during the year of service for which it is earned, except in cases of emergency if approved in writing by the City Manager.
- H. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that Members will have the following year to use the vacation credited for the year just completed or have the option of being paid for up to ten (10) days of unused vacation in excess of thirty (30) days at one hundred percent (100%). Payment under this section shall be within the pay period that includes the Member's employment anniversary date.
- I. Upon death, retirement, or resignation in good standing, a Member or the Member's estate will be paid for all accumulated vacation days, plus a pro-rata share of vacation days earned by month during the year of such event. A Member is deemed to have completed a full month if separation due to such an event occurs after the 15th calendar day of any month.
- J. Vacation shall be year round and can be taken in one (1) hour increments with prior approval of the City Manager or a designated representative. In case of illness, a Member can use vacation time, if needed, after all sick time is exhausted.

ARTICLE 22

Sick and Personal Leave

- A. Members will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. Maximum sick leave earned per year shall be twelve (12) days.
- B. Members off sick shall be required to bring in a doctor's slip if the City Manager requests it. The City may require an examination of a Member, following an illness or injury by a doctor of City's choice. This evaluation shall be performed on City time and paid by the City.
- C. At the end of the first bi-weekly pay period in June of every year, Members will have all days in excess of seven (7) days in their sick bank converted to personal time. If the personal time is not used by the end of the first bi-weekly pay period ending in June of the next year, the Member will be compensated on the basis of fifty percent (50%) of their hourly rate.

The use of "personal time" is subject to approval in advance by the City Manager or a designated representative, but may be requested for use for any reason by the Member. Personal time shall be available for use by the Member in units of one (1) hour or more.

- D. Accumulated sick leave may be used in the following manner:
 - 1. Acute personal illness or incapacity over which the Member has no reasonable control.
 - 2. Absence from work because of exposure to a contagious disease which according to public health standards, would constitute a danger to the health of others by the Member's attendance at work.
 - 3. If reported before the start of shift, sick leave shall be available for use by a Member in units of four (4) hours or more. If taken after the start of shift, sick time shall be equal to the actual time taken, rounded to the next highest whole hour. For doctor and dental appointments, a Member may utilize sick leave in one (1) hour increments based upon the following criteria:

- a. A Member must request the leave in advance indicating on the request for leave, the doctor's name and address.
 - b. A Member will be required to provide the City with a receipt from the doctor.
- E. A Member using sick leave during a period that includes a scheduled holiday will be paid for the holiday. A Member cannot be compensated for both on the same day, nor will a Member be charged for a day of sick leave.
- F. A Member absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick leave day for the first month of absence, only.
- G. A Member cannot draw more than forty (40) hours of sick leave during a weekly period.
- H. The printed application of leave form furnished by the City must be filled out completely and properly signed and submitted by a Member for sick leave absences.
- I. Upon death, retirement, or resignation in good standing, the City will pay fifty percent (50%) of the accumulated sick leave to the Member or the Member's estate.

ARTICLE 23

Injury or Illness

- A. Injury or Illness Arising Out of and in The Course of Employment:
- 1. For the loss of time on account of injury or illness arising out of and in the course of employment with the City, a Member shall receive full pay for up to one (1) week, five (5) work days, without drawing on accumulated sick leave for any one injury or illness. A Member who continues on Worker's Disability Compensation may be paid the difference between regular wages and benefits paid pursuant to the Worker's Disability Compensation Act. At a Member's option, the difference between the regular wages and benefits paid pursuant to the Worker's Disability Compensation Act will be offset by a reduction of accumulated sick leave on a relative ratio of the

regular base weekly wage as it is to the Worker's Disability Compensation of the regular base weekly wage as it is to the Worker's Disability Compensation weekly rate. In no case shall a Member be compensated by a combination of Worker's Disability Compensation and prorated sick leave that will exceed the Member's regular weekly wages

2. If accumulated sick leave is not available for the waiting period required for short-term disability insurance (seven (7) days), other available leave may be approved for utilization in the sole discretion of the City Manager. During the first eighteen (18) months of a duty-connected disability, the City will continue to provide hospitalization coverage, prescription coverage, life insurance, and dental coverage, at no cost to a Member. Sick leave will be earned only during the first month per Article 21 of this Agreement.

If a Member is unable to return to work after eighteen (18) months from the date of the duty-connected disability, the City shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to a Member calculated on a Member's appropriate hourly rate of pay. The remaining accumulated sick leave will be computed at fifty percent (50%). Accrued vacation and, if appropriate, personal time will be compensated at one hundred percent (100%).

If a Member's eligibility for Worker's Disability Compensation benefits is contested, the benefits will not be operative until the claim is settled and is found to be in favor of the Member. However, during this period, disability insurance would be available based upon the terms and conditions of the policy.

3. A Member who loses time on account of injury or illness arising out of and in the course of employment with the City shall continue as a seniority employee for a period of two (2) years from the date of such disability. A Member who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.
4. A Member, if requested by the City Manager, will be required to provide a report from a doctor to support the Member's request for sick leave and a doctor's authorization to return to work.

B. Injury or Illness Outside the Scope of Employment:

The City will provide disability coverage as outlined per Article 28G, or equivalent comparable coverage.

1. A Member who loses time from work on account of non-duty injury or illness may utilize available sick leave during the short-term disability waiting period of seven (7) days. If accumulated sick leave is not available for the seven (7) day waiting period for the disability insurance (due to a non-duty related injury), other available leave may be approved for utilization at the sole discretion of the City Manager.

During the first three (3) months of a non-duty disability, the City will continue to provide hospitalization coverage, prescription coverage, life insurance, and dental coverage. Sick leave and vacation leave will be earned only during the first month of a non-duty disability.

2. If a Member is unable to return to work after three (3) months from the date of the non-duty disability, the City shall cease payment for the fringe benefits outlined in the paragraph above. At a Member's option, the benefit coverages may be continued under COBRA.
3. The City will continue a non-duty disabled Member's health coverage, when they have filed a disputed Worker's Disability Compensation claim, for eighteen (18) months or until the disputed claim is decided, whichever is less. Should the injury be determined to be not work related, then arrangements will be made for a Member to pay the cost for those months of coverage back to the City.
4. If a Member is unable to return to work after six (6) months from the date of the non-duty disability, all remaining leave time shall be paid to the Member based upon the appropriate hourly rate of pay. The remaining accumulated sick leave will be computed at fifty percent (50%). Accrued vacation and, if appropriate, personal time will be compensated at one hundred percent (100%).
5. A Member who is unable to return to work after eighteen (18) months from the date of the non-duty disability, shall cease to be a seniority employee.

C. Subrogation:

Where the injury or occupational disease for which compensation is payable under the provisions of the Agreement was caused under circumstances creating a legal liability in some person other than a natural person in the same employ of the City to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured Member, his or her dependents or personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured Member, his or her dependents or personal representative can not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the City or its Worker's Disability Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured Member or, in the event of death, the dependents, personal representative or known next of kin of the deceased Member, and the City. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, the City, its insurance carrier, the Member or his or her dependents or personal representative may settle their respective claims as their interest shall appear and may execute releases therefore. Such settlement and release by or on behalf of the Member shall not be a bar to action by the City or its Worker's Disability Compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured Member or their dependents or personal representative settles their claim for injury or death, or commence a legal or administrative proceeding thereof against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the Member or their dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal

injuries or death only, after deducting expenses of recovery, shall first reimburse the City or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the Member or their dependents or personal representative and shall be treated as an advance payment by the City on account of any future payment of benefits.

Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The aforementioned expenses of recovery shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

ARTICLE 24

Holidays

- A. Members will be eligible to receive holiday pay under the following regulations:

Paid holidays are designated as:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
December 24
Christmas Day
December 31

- B. Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
- C. No Member shall be required to work on Labor Day, except in case of emergency.

- D. Paid Holidays falling within a Member's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or be credited an additional day at the discretion of the Member's supervisor.

ARTICLE 25

Other Leaves

- A. A Member required to serve on jury duty or duly subpoenaed for a hearing scheduled by the State of Michigan Employment Relations Commission will suffer no loss of pay. Such Members will be paid the difference between jury pay and the Member's regular rate of pay.
- B. Funeral Leave. Upon the death of a spouse, child or stepchild, father, mother, father-in-law, or mother-in-law, a Member on request will be excused and receive payment for up to five (5) work days during the period commencing with the date of death and ending with the day after the funeral provided the Member attends the funeral. When death occurs in the remainder of the immediate family, i.e., stepfather, stepmother, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents or grandchildren, paid leave is authorized for up to three (3) work days. If the funeral for the above is to be held more than two hundred-fifty (250) miles from the metropolitan Detroit area, paid leave will be authorized for up to five (5) work days.

ARTICLE 26

Salary and Wages

The pay ranges and steps for classifications listed in Appendix A will apply. The steps listed in Appendix A reflect an increase of one and one-half percent (1.5%) for fiscal year 2006/07, two and eight-tenths percent (2.8%) for fiscal year 2007/08, and three percent (3.0%) for fiscal years 2008/09, 2009/10, 2010/11 and 2011/12, respectively.

Advancement in the pay ranges is contingent upon a Member's performance evaluation that shall be conducted annually in June by the City Manager or his designee. A Member may not utilize the grievance procedure if they receive a below expectation performance rating. They shall have the right to appeal to the Civil Service Commission or City Manager. The Commission or City Manager has the authority to review the performance evaluation for truth and fairness.

The City Manager reserves the privilege to start a new employee at any wage step or move a new employee's pay higher, but no more than the maximum at any time.

ARTICLE 27

Performance Pay

Section 1. Every year, a Member is eligible to receive a bonus based upon job performance and years of service. During the prior fiscal year, all Members will be evaluated by their supervisor. Members receiving a "meets/exceeds expectations" or better, will receive performance pay the following July based on the following schedules:

- Two percent (2%) of base pay after five (5) years of continuous service
- Four percent (4%) of base pay after ten (10) years of continuous service
- Six percent (6%) of base pay after fifteen (15) years of continuous service
- Eight percent (8%) of base pay after twenty (20) years of continuous service
- Ten percent (10%) of base pay after twenty-five (25) years of continuous service

Section 2. Members receiving a performance evaluation below "meets expectations" will not receive performance pay. Members dissatisfied with their performance rating may appeal the performance evaluation in writing to the City Manager within five (5) days of the evaluation, outlining reasons for the appeal. A meeting will be held with the City Manager to discuss the issue and at the Member's option, a representative of the Bargaining Unit may be present. A final written decision from the City Manager will be rendered within five (5) days of the meeting. This decision shall be final and binding.

ARTICLE 28

Insurance

A. Medical and Hospitalization Coverage.

Section 1. Members as of January 1, 2007. The basic medical and hospitalization coverage for Members of the Bargaining Unit as of January 1, 2007 shall be Blue Cross/Blue Shield Community Blue 10. Appendix B to this Agreement, entitled "Community Blue PPO Benefits-at-a-Glance Plan 10" is a summary of covered services including deductibles, co-pays, and co-pay dollar maximums.

Members shall have the option to select Health Alliance Plan (HAP) HMO coverage as an optional health care provider. The illustrative rates determined annually for the base

coverage, Blue Cross/Blue Shield Community Blue Plan 10, shall be the rates used to determine any excess cost a Member would be responsible to pay for the HAP HMO-elected coverage. Members electing any option that becomes more expensive than the base coverage will have the difference in illustrative rate deducted from their payroll check on a monthly basis.

The medical coverage for the HAP HMO remains the same. However, Members selecting this option will be responsible for co-pays as follows: ten dollars (\$10.00) office visit, ten dollars (\$10.00) urgent care, and twenty-five dollars (\$25.00) emergency room.

Section 2. New Members. For all employees hired by the City after January 1, 2007 who become Members of the Bargaining Unit, the basic medical and hospitalization coverage shall be Blue Cross/Blue Shield Community Blue Plan 7.

Appendix C to this Agreement, entitled "Community Blue PPO Benefits-at-a-Glance Plan 7" is a summary of covered services, including deductibles, co-pays and co-pay dollar maximums.

New Members shall have the option to select during the annual open enrollment period Health Alliance Plan (HAP) HMO coverage as an optional health care provider. New Members shall also have a one-time, irrevocable option exercisable within sixty days from their hire date to elect basic medical and hospitalization coverage for the duration of this Agreement through Blue Cross/Blue Shield Community Blue 10. The illustrative rates determined annually for the base coverage Blue Cross/Blue Shield Community Blue Plan 7 shall be the rates used to determine any excess cost a Member would be responsible to pay for the HAP HMO or Community Blue 10-elected coverage. New Members electing any option that becomes more expensive than the basic coverage (*i.e.*, Blue Cross/Blue Shield Community Blue Plan 7) will have the difference in illustrative rates deducted from their payroll check on a monthly basis.

Section 3. New Members through Promotion from another City Bargaining Unit. For an existing City employee becoming a new Member of this Bargaining Unit through promotion from another Bargaining Unit after January 1, 2007, the medical and hospitalization coverage shall be that provided Members under Section A.1 of this Article only if the new Member was receiving health coverage through a City plan offering equal or better coverage at the time of promotion. Otherwise, medical and hospitalization coverage for a new Member through promotion from another Bargaining Unit shall be that provided new Members under Section A.2 of this Article.

Section 4. Prescription Drug Coverage. Prescription drug coverage will be provided to Members receiving medical and hospitalization coverage. The generic co-pay will be five dollars (\$5.00) and the brand name co-pay will be twenty dollars (\$20.00). Effective January 1, 2007, the City reserves the right to carve out the prescription drug benefit

from the health plans available under this Agreement to the extent allowed by the health plan offered and place the administration of the benefit with a Pharmacy Benefit Manager (PBM) selected by the City. The City also reserves the right to change the PBM with ninety (90) days' written notice to the Bargaining Unit.

B. Co-employment Health Insurance Allowance. If a Member's spouse works for the City or the 41-A District Court, the Member is ineligible for medical coverage provided by this Agreement; provided, however, the ineligible Member shall be provided with the Health Insurance Allowance pursuant to Article 28, Section C.

C. Health Insurance Allowance. The City shall provide a program to coordinate and to eliminate overlapping health care coverage. Each Member or retiree who chooses not to enroll in the City-sponsored health care plans, and whose spouse or parent provides coverage, will be paid One Thousand Dollars (\$1,000) each calendar year that the spouse or parent has coverage. Effective January 1, 2007, the health insurance allowance will be One Thousand Five Hundred Dollars (\$1,500) each calendar year. Payments will be made annually, in December, to each Member who has not been enrolled in any City-sponsored health care plan, except that payments will be prorated monthly to meet the dates in this plan. Members are required to show proof of coverage through a spouse's or parents' health care plan that includes the Member and their dependents before being eligible to receive the One Thousand Five Hundred Dollars (\$1,500) annual payment.

D. Re-Enrollment Protection. A Member or retiree whose coverage under a spouse's or parents' health care plan ceases to cover the Member and their dependents, must re-enroll in a City-sponsored health care plan. In such cases, the Member will be allowed to enroll in a City-sponsored plan immediately, subject to the appropriate health coverage provider's enrollment requirements.

E. Dental Coverage. The City shall provide at no cost to the Member the Blue Cross/Blue Shield Dental Plan or an equivalent dental plan with coverage as follows:

Class I: Diagnostic services, preventive services, and palliative treatment are covered at seventy-five percent (75%) of reasonable charges.

Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at seventy-five percent (75%) of reasonable charges.

- Class III: Construction and replacement of dentures and bridges are covered at seventy-five percent (75%) of reasonable charges.
- Class IV: Orthodontic services are covered at fifty percent (50%) of reasonable charges.

A Member is entitled to maximum benefits of one thousand dollars (\$1,000) every calendar year. A Member (up to age 19) has a lifetime maximum of two thousand dollars (\$2,000) available for orthodontic services.

F. Life and ADD Insurance. The City will provide Life Insurance with Accidental Death & Dismemberment at no cost to a Member on paid status. Coverage will be computed on the basis of two (2) times base annual salary.

G. Disability Insurance. The City will provide disability insurance with coverage as follows:

Section 1. Short-term disability income for accident or sickness

Short-term disability income benefit	sixty percent (60%)
Elimination (waiting) period	one (1) day - accident seven (7) days - illness
Maximum duration	twenty-six (26) weeks

Section 2. Long-term disability income benefit

Long-term disability income benefit	sixty percent (60%)
Elimination (waiting) period	one hundred-eighty (180) days
Maximum duration	Sickness to age sixty-five (65) Accident to age sixty-five (65)

H. Member Physical. Effective July 1, 2006, a Member is eligible to submit to a physical examination every other fiscal year beginning fiscal year 2006/07 at a medical facility designated by the City. To the extent feasible, all Member physicals will be administered in the same fiscal year. The cost of the annual physical examination will be borne by the City. A Member has the option of having this examination performed by a personal physician; however, the City's

cost shall not exceed that charged by the medical facility designated for such examinations.

I. Optical. The City will provide a maximum reimbursement of One Hundred Fifty Dollars (\$150.00) to each Member for eye examinations and prescription eyewear each fiscal year beginning with the 2006/07 fiscal year. Receipts must be provided to the City for processing the reimbursement.

J. Incorporation by Reference. The terms and conditions of the medical and hospitalization, life, disability and other insurance policies referenced in this Article are incorporated herein by reference, and the City makes no representations or warranties beyond those terms and conditions.

K. Section 125 Plan. All Members shall be eligible to participate in the City's Cafeteria Plan, including dependent care and medical reimbursement, as amended and restated in accordance with Federal law. Reimbursements to Members shall be made on a monthly basis for all participants based upon properly completed reimbursement request forms.

L. Medical Benefits for Retirees. The City will provide medical, hospitalization, and prescription coverage (collectively "retiree medical coverage") to retired Members/spouses equal to the medical coverage at the time of retirement; provided, however, that all employees hired by the City after January 1, 2007 who become Members of this Bargaining Unit shall be required to pay fifty percent (50%) of the illustrative rate for retiree medical coverage for which they are eligible upon retirement. If payment is not made by the fifteenth (15th) of the month retiree medical coverage shall be canceled effective the first (1st) of the following month.

Retiree medical coverage is available to Members by virtue of fulfilling the requirements for a service retirement as follows:

Effective July 1, 2006, the requirements to qualify for retiree medical benefits during retirement for Members of this Bargaining Unit shall be years of service plus age totaling seventy-five (75) or more.

Effective July 1, 2006, the provisions of Public Act No. 88 of the Michigan Public Acts of 1961, as amended (The Reciprocal Retirement Act) shall be applied in the calculation of years of service when determining the years of service plus age qualifications contained in this Section.

The spouse of a deceased retiree shall continue to receive retiree medical coverage as long as he or she continues to receive a pension from the City, and does not remarry.

Upon reaching age sixty-five (65) or eligibility for Medicare, the retired Member and/or spouse must apply for Medicare coverage. The City will provide complimentary coverage with riders to provide a continuation of benefit level.

In the event a retired Member obtains employment from an employer who provides hospitalization and medical coverage, they shall not be covered by the City's hospitalization and medical coverage for the duration of said employment.

M. Retirement Health Savings Plan. Effective with the signing of this Agreement or as soon thereafter as possible, the City will adopt the VantageCare Retirement Health Savings (RHS) Plan administered through ICMA-RC allowing Members hired after January 1, 2007 to accumulate assets to pay for medical expenses in retirement on a tax-free basis. For eligible Members, both the City and Member will be required to contribute one thousand dollars (\$1,000) on an annual basis (prorated with each biweekly pay) to this Plan.

N. Employee Health Care, Wellness and Fitness Education. By the end of the first year of this Agreement, the City will develop an educational program with the objective of enhancing a Member's knowledge of health care savings, wellness, and fitness. This educational program will be presented to the Bargaining Unit prior to implementation. Educational sessions included within the program will be mandatory and at no cost to Members. Examples of sessions include, but are not limited to, seminars on health care benefits and savings, confidential self-assessment for medical risks and generic versus brand name prescription drug issues.

ARTICLE 29

Retirement Benefits

Section 1. Defined Benefit Plan

- A. A Pension Plan will be provided under the terms of Chapter 19 of the City Charter and the applicable sections of Chapter 41 of the City Code, as amended. For purposes of this Agreement, the term "retiree" is defined as a Member who retires by virtue of fulfilling the requirements for retirement contained in this Agreement and has ceased to be an active employee of the City, including Members who retire as a result of a duty

disability. Members participating in the Defined Contribution Plan are not eligible for pension benefits as defined in this section.

- B. The factor used to determine a Member's pension shall be 2.3 percent (2.3%) times the number of years of service, times the Final Average Compensation. Final Average Compensation shall be based on the best three (3) years of the last ten (10) years. Final Average Compensation shall include all taxable income received, excluding allowances and reimbursements, in computing a Member's contribution and shall include income paid into any deferred compensation plan by the Member. Pension shall be vested after ten (10) years service. The Member's contribution shall be five percent (5%) of wages used to calculate Final Average Compensation as defined above.

Effective July 1, 2006, the requirements to qualify for a service retirement for Members of this Bargaining Unit shall be years of service plus age totaling seventy-five (75) or more. This paragraph shall supersede all retirement qualification language in the Charter and Pension Ordinance, except those dealing with duty and non-duty death, deferred or disability retirements.

The provisions of Public Act No. 88 of the Michigan Public Acts of 1961, as amended (The Reciprocal Retirement Act) shall be applied in the calculation of years of service when determining the years of service plus age qualifications contained in this Section.

In the event a Member dies with ten (10) or more years of service, survivor pension benefits will be provided to the deceased Member's spouse in accordance with Section 28-34 of the City Code, as amended, by an amendment to reduce the credited years of service requirement for a death in service pension from twenty (20) years to ten (10) years.

A retiree who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of their life, should the retiree predecease said beneficiary, may on a one time basis revert to one hundred percent (100%) of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the Member/retiree who elects to use said provision, in the form of a further reduced pension amount determined by the General Employee Retirement System actuaries.

The Internal Revenue Service has declared the Member's pension contribution as deferred compensation and, therefore, not subject to withholding taxes.

Section 2. Annuity Withdrawal.

Members in the Bargaining Unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

- A. Definition - The annuity withdrawal is the option that allows the withdrawal of a Member's accumulated contribution (with interest) at retirement thereby forfeiting the portion of the retirement allowance financed by the Member's contributions.
- B. A Member wishing to elect this option must make written application to the General Employee Retirement System Pension Board no later than one hundred twenty (120) days prior to the effective date of retirement.
- C. The Pension Board shall issue the Member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board; provided, however, under no circumstances can it be increased.
- D. The City and Bargaining Unit agree that the Merrill-Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the Member's retirement date shall be used. This option is only available for normal service retirement. A Member who elects the annuity withdrawal option shall have his or her annual pension reduced accordingly as determined by the General Employee Retirement System actuaries.
- E. Member contributions for prior municipal service buybacks are not included in an annuity withdrawal.
- F. Duty disabled retirees shall be allowed the option to take their annuity withdrawal under this Section at the time of their duty disability retirement rather than at the time of conversion to a regular service retirement.

Section 3. Defined Contribution Plan.

- A. Mandatory Participation. All employees hired by the City after January 1, 2002 who become Members of the Bargaining Unit shall receive retirement benefits through a defined contribution plan established

through Article I of Chapter 41 of the City Code, as amended; provided, however, an employee of the City participating in the pension plan provided under the terms of Chapter 19 of the City Charter and the applicable sections of Chapter 41 of the City Code, as amended at the time of becoming a Member of this Bargaining Unit shall continue such participation in accordance with the provisions of Article 29, Section 1 of this Agreement. Defined contribution plan benefits shall be in lieu of all defined pension entitlements provided in the City Charter or Article II of Chapter 41 of the City Code as amended.

A Member's contribution shall be a minimum of five percent (5%) of gross earnings up to the maximum allowable voluntary contribution under the Internal Revenue Code and regulations. The City's contribution shall be seven percent (7%) of base salary. Members shall vest after five (5) years.

B. Defined Contribution Plan Participants as of July 1, 2006. Members participating in the defined contribution plan as of July 1, 2006 are listed at Appendix D to this Agreement.

1. Conversion Option. A Member identified at Appendix D as eligible shall have a one-time, irrevocable option to convert from participation in the defined contribution plan to the pension plan benefit provided Members pursuant to Section 1 of this Article. A Member exercising the option shall have forty-five (45) days from the signing of this Agreement to notify the City of the election to convert and thirty (30) days after notification of the election to pay into General Employees Retirement System the conversion amount determined by the following formula:

[Amount received by eligible Member upon withdrawal from the pension plan plus the five percent (5%) required contribution contributed by Member to the defined contribution plan plus interest on these amounts compounded annually at the average yield earned by the assets of the defined benefit plan during the period of an eligible Member's participation in the defined contribution plan] plus [Amount contributed by the City to defined contribution plan on behalf of the eligible Member].

Failure of an eligible Member to timely notify the City of an election to exercise the conversion option or pay the conversion amount shall constitute a waiver of the conversion option. An eligible Member that waives the option to convert shall remain as a participant in the defined contribution plan under the Enhanced Contribution Benefit terms set forth in Section 3.B.2.

2. Enhanced Contribution Benefit. Effective January 1, 2007, a Member identified at Appendix D as eligible for an enhanced contribution benefit shall receive retirement benefits through a defined contribution plan on the terms set forth in Article 29, Section 3.A., for new hires; provided, however, that the City's contribution shall be seven percent (7%) of gross earnings.

Section 4. Life Insurance

Retirees shall be provided a twenty thousand dollar (\$20,000) term life insurance policy to be effective until age 70. The premium for this policy shall be paid by the City.

Section 5. Deferred Compensation

Effective July 1, 2006, the City shall annually contribute Eight Hundred Dollars (\$800) to each Member's established deferred compensation plan. Following an initial contribution, the City may make contributions through the bi-weekly payroll. The retroactive deferred compensation contribution of four hundred dollars (\$400) for the period July 1, 2006 through December 31, 2006 will be contributed with the first pay period in January, 2007.

ARTICLE 30

Educational Assistance

Section 1. This program is offered to encourage Members to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

The scope of the program does not include special seminars or "short courses" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training.

Section 2. The following provisions are established to govern the administration of the City's Educational Assistance Program.

- A. Application for Educational Assistance may be made by any full time permanent Member who has completed their designated probationary period.
- B. An application will not be considered if the Member is eligible for or receiving funds for the same course from any other source (GI Bill,

scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which they are eligible, or received for the same course and reimbursement in accordance with this Article.

- C. An application will be approved by the department manager and City Manager only, for courses related to the Member's present position or related to a promotional position within the organization, or to satisfy the general education requirement for such a degree.
- D. Reimbursement shall be made only for courses completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a seventy-five percent (75%) reimbursement for tuition, lab fees, and required textbooks to a maximum of two thousand dollars (\$2,000) per year for undergraduate studies and three thousand dollars (\$3,000) per year for graduate and post graduate studies with the total maximum reimbursement not to exceed three thousand dollars (\$3,000) per year. To be eligible for educational assistance, a Member must receive at least a "C" grade or the numerical equivalent, or a "satisfactory" or "passing" in nongraded courses. There shall be a one hundred dollar (\$100) limitation per fiscal year for non-credit courses. If a Member terminates employment with the City within one year of completing course work, the Member must reimburse the City for any education assistance that the Member received in that one-year period prior to termination.
- F. Members must submit an official school transcript showing a final grade received. Members shall be considered as having completed a class when they conclude the term for which the school quotes the tuition fee.
- G. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's Office. Approval and reimbursement for educational assistance is contingent upon the availability of funds, a Member's successful completion of the course, and adherence to the policies and procedures.
- H. Expenses such as student fees, parking, mileage, etc. shall not be part of the Educational Assistance Program.
- I. Applicants under this program shall attend classes on their own time and without compensation from the City.

ARTICLE 31

U.A.W. V-CAP

Section 1. During the life of this Agreement, the City agrees to deduct from the wages of each Member voluntary contributions to the U.A.W. V-CAP, provided that each such Member executes or has executed the "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form provided further, however, that the City will continue to deduct the voluntary contributions to U.A.W. V-CAP from the wages of each Member for whom it has on file an unrevoked "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form.

Section 2. Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-Off of Contributions to U.A.W.V-CAP" form, together with the provisions of this Article of the Agreement.

Section 3. A properly executed copy of the "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form for each Member for whom voluntary contributions to U.A.W. V-CAP are to be deducted hereunder, shall be delivered to the City before any such deductions are made, except as to Members whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" forms that have been properly executed and are in effect.

Section 4. Deductions shall be made, pursuant to the forms received by the City, from the Member's first Union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing.

Section 5. The City agrees to remit said deductions promptly to the U.A.W. V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.). The City further agrees to furnish V-CAP with a copy of each Member's "Authorization for Assignment and Check-Off of Contributions to U.A.W. V-CAP" form. The City further agrees to furnish U.A.W. V-CAP with a list of Members' names and deductions. This information shall be furnished along with each remittance.

Section 6. The Union will defend, indemnify and save harmless the City from any and all claims, demands, suits and other liability by reason of action taken or not taken by the City for the purpose of complying with this Article.

ARTICLE 32

Termination of Agreement

Section 1. THIS AGREEMENT shall be in full force and effect from July 1, 2006 to and including June 30, 2012 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.


Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2012, or any period of any subsequent termination date of this Agreement, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions

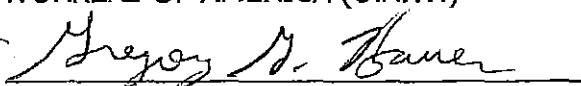
Section 3. Should either party to this Agreement serve such notice upon the other party, a joint conference of the City and the Bargaining Unit shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

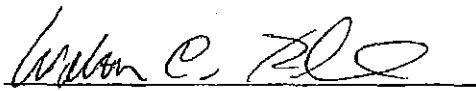
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

CITY OF STERLING HEIGHTS

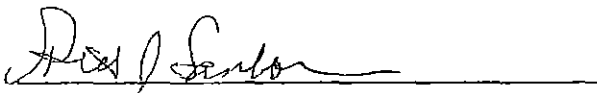
INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (U.A.W.)


Richard J. Notte, Mayor

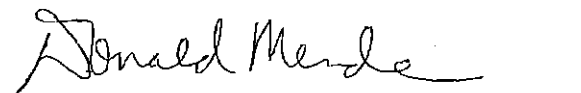

Gregory Bauer,
International Representative


Walter C. Blessed, City Clerk


Lois Gates, Chairperson


Rick J Sanborn, Steward

Date: 12-19-06


Donald Mende, Secretary

APPENDIX A

Wage Ranges

July 1, 2006

Position	A	B	C	D	E	F
<u>Emergency Services Manager</u>						
ANNUAL	59,481	62,455	65,578	68,857	72,300	73,746
hrly	28.597	30.027	31.528	33.105	34.760	35.455
bi-weekly	2,287.76	2,402.15	2,522.25	2,648.37	2,780.78	2,836.40
<u>Economic Development Manager</u>						
ANNUAL	73,390	77,061	80,914	84,959	89,207	90,989
hrly	35.284	37.049	38.901	40.846	42.888	43.745
bi-weekly	2,822.72	2,963.92	3,112.08	3,267.68	3,431.04	3,499.60
<u>Public Services Manager</u>						
ANNUAL	73,390	77,061	80,914	84,959	89,207	90,989
hrly	35.284	37.049	38.901	40.846	42.888	43.745
bi-weekly	2,822.72	2,963.92	3,112.08	3,267.68	3,431.04	3,499.60
<u>Network Administrator</u>						
ANNUAL	73,390	77,061	80,914	84,959	89,207	90,989
hrly	35.284	37.049	38.901	40.846	42.888	43.745
bi-weekly	2,822.72	2,963.92	3,112.08	3,267.68	3,431.04	3,499.60
<u>Communications Manager</u>						
ANNUAL	73,390	77,061	80,914	84,959	89,207	90,989
hrly	35.284	37.049	38.901	40.846	42.888	43.745
bi-weekly	2,822.72	2,963.92	3,112.08	3,267.68	3,431.04	3,499.60
<u>Risk Manager</u>						
ANNUAL	73,390	77,061	80,914	84,959	89,207	90,989
hrly	35.284	37.049	38.901	40.846	42.888	43.745
bi-weekly	2,822.72	2,963.92	3,112.08	3,267.68	3,431.04	3,499.60
<u>Purchasing Manager</u>						
ANNUAL	73,390	77,061	80,914	84,959	89,207	90,989
hrly	35.284	37.049	38.901	40.846	42.888	43.745
bi-weekly	2,822.72	2,963.92	3,112.08	3,267.68	3,431.04	3,499.60
<u>Broadcast Services Manager</u>						
ANNUAL	73,390	77,061	80,914	84,959	89,207	90,989
hrly	35.284	37.049	38.901	40.846	42.888	43.745
bi-weekly	2,822.72	2,963.92	3,112.08	3,267.68	3,431.04	3,499.60
<u>City Assessor</u>						
ANNUAL	77,059	80,912	84,957	89,204	93,664	95,538
hrly	37.048	38.900	40.845	42.887	45.031	45.932
bi-weekly	2,963.84	3,112.00	3,267.60	3,430.96	3,602.48	3,674.56
<u>Facilities Maintenance Manager</u>						
ANNUAL	77,059	80,912	84,957	89,204	93,664	95,538
hrly	37.048	38.900	40.845	42.887	45.031	45.932
bi-weekly	2,963.84	3,112.00	3,267.60	3,430.96	3,602.48	3,674.56
<u>Engineering Services Manager</u>						
ANNUAL	77,059	80,912	84,957	89,204	93,664	95,538
hrly	37.048	38.900	40.845	42.887	45.031	45.932
bi-weekly	2,963.84	3,112.00	3,267.60	3,430.96	3,602.48	3,674.56
<u>City Treasurer</u>						
ANNUAL	77,059	80,912	84,957	89,204	93,664	95,538
hrly	37.048	38.900	40.845	42.887	45.031	45.932
bi-weekly	2,963.84	3,112.00	3,267.60	3,430.96	3,602.48	3,674.56
<u>Financial Services Manager</u>						
ANNUAL	77,059	80,912	84,957	89,204	93,664	95,538
hrly	37.048	38.900	40.845	42.887	45.031	45.932
bi-weekly	2,963.84	3,112.00	3,267.60	3,430.96	3,602.48	3,674.56

July 1, 2006

Position	A	B	C	D	E	F
<u>Controller</u>						
ANNUAL	77,059	80,912	84,957	89,204	93,664	95,538
hrly	37.048	38.900	40.845	42.887	45.031	45.932
bi-weekly	2,963.84	3,112.00	3,267.60	3,430.96	3,602.48	3,674.56
<u>Environmental Services Manager</u>						
ANNUAL	80,728	84,764	89,003	93,454	98,126	100,089
hrly	38.812	40.752	42.790	44.930	47.176	48.120
bi-weekly	3,104.96	3,260.16	3,423.20	3,594.40	3,774.08	3,849.60
<u>Building Official</u>						
ANNUAL	82,297	86,411	90,731	95,268	100,031	102,032
hrly	39.566	41.544	43.621	45.802	48.092	49.054
bi-weekly	3,165.28	3,323.52	3,489.68	3,664.16	3,847.36	3,924.32
<u>Information Technology Manager</u>						
ANNUAL	82,297	86,411	90,731	95,268	100,031	102,032
hrly	39.566	41.544	43.621	45.802	48.092	49.054
bi-weekly	3,165.28	3,323.52	3,489.68	3,664.16	3,847.36	3,924.32
<u>City Planner</u>						
ANNUAL	82,297	86,411	90,731	95,268	100,031	102,032
hrly	39.566	41.544	43.621	45.802	48.092	49.054
bi-weekly	3,165.28	3,323.52	3,489.68	3,664.16	3,847.36	3,924.32
<u>City Engineer</u>						
ANNUAL	82,297	86,411	90,731	95,268	100,031	102,032
hrly	39.566	41.544	43.621	45.802	48.092	49.054
bi-weekly	3,165.28	3,323.52	3,489.68	3,664.16	3,847.36	3,924.32
<u>Human Resources Director</u>						
ANNUAL	82,698	86,833	91,175	95,734	100,521	102,531
hrly	39.759	41.747	43.834	46.026	48.327	49.294
bi-weekly	3,180.73	3,339.77	3,506.75	3,682.09	3,866.20	3,943.52
<u>Finance & Budget Director</u>						
ANNUAL	82,698	86,833	91,175	95,734	100,521	102,531
hrly	39.759	41.747	43.834	46.026	48.327	49.294
bi-weekly	3,180.73	3,339.77	3,506.75	3,682.09	3,866.20	3,943.52
<u>Public Library Director</u>						
ANNUAL	82,698	86,833	91,175	95,734	100,521	102,531
hrly	39.759	41.747	43.834	46.026	48.327	49.294
bi-weekly	3,180.73	3,339.77	3,506.75	3,682.09	3,866.20	3,943.52
<u>Parks & Recreation Director</u>						
ANNUAL	82,698	86,833	91,175	95,734	100,521	102,531
hrly	39.759	41.747	43.834	46.026	48.327	49.294
bi-weekly	3,180.73	3,339.77	3,506.75	3,682.09	3,866.20	3,943.52
<u>City Development Director</u>						
ANNUAL	82,698	86,833	91,175	95,734	100,521	102,531
hrly	39.759	41.747	43.834	46.026	48.327	49.294
bi-weekly	3,180.73	3,339.77	3,506.75	3,682.09	3,866.20	3,943.52

July 1, 2007

Position	A	B	C	D	E	F
<u>Emergency Services Manager</u>						
ANNUAL	61,147	64,205	67,414	70,786	74,324	75,811
hrly	29.398	30.868	32.411	34.032	35.733	36.448
bi-weekly	2,351.84	2,469.44	2,592.88	2,722.56	2,858.64	2,915.84
<u>Economic Development Manager</u>						
ANNUAL	75,445	79,218	83,179	87,339	91,705	93,537
hrly	36.272	38.086	39.990	41.990	44.089	44.970
bi-weekly	2,901.76	3,046.88	3,199.20	3,359.20	3,527.12	3,597.60
<u>Public Services Manager</u>						
ANNUAL	75,445	79,218	83,179	87,339	91,705	93,537
hrly	36.272	38.086	39.990	41.990	44.089	44.970
bi-weekly	2,901.76	3,046.88	3,199.20	3,359.20	3,527.12	3,597.60
<u>Network Administrator</u>						
ANNUAL	75,445	79,218	83,179	87,339	91,705	93,537
hrly	36.272	38.086	39.990	41.990	44.089	44.970
bi-weekly	2,901.76	3,046.88	3,199.20	3,359.20	3,527.12	3,597.60
<u>Communications Manager</u>						
ANNUAL	75,445	79,218	83,179	87,339	91,705	93,537
hrly	36.272	38.086	39.990	41.990	44.089	44.970
bi-weekly	2,901.76	3,046.88	3,199.20	3,359.20	3,527.12	3,597.60
<u>Risk Manager</u>						
ANNUAL	75,445	79,218	83,179	87,339	91,705	93,537
hrly	36.272	38.086	39.990	41.990	44.089	44.970
bi-weekly	2,901.76	3,046.88	3,199.20	3,359.20	3,527.12	3,597.60
<u>Purchasing Manager</u>						
ANNUAL	75,445	79,218	83,179	87,339	91,705	93,537
hrly	36.272	38.086	39.990	41.990	44.089	44.970
bi-weekly	2,901.76	3,046.88	3,199.20	3,359.20	3,527.12	3,597.60
<u>Broadcast Services Manager</u>						
ANNUAL	75,445	79,218	83,179	87,339	91,705	93,537
hrly	36.272	38.086	39.990	41.990	44.089	44.970
bi-weekly	2,901.76	3,046.88	3,199.20	3,359.20	3,527.12	3,597.60
<u>City Assessor</u>						
ANNUAL	79,216	83,177	87,337	91,703	96,287	98,213
hrly	38.085	39.989	41.989	44.088	46.292	47.218
bi-weekly	3,046.80	3,199.12	3,359.12	3,527.04	3,703.36	3,777.44
<u>Facilities Maintenance Manager</u>						
ANNUAL	79,216	83,177	87,337	91,703	96,287	98,213
hrly	38.085	39.989	41.989	44.088	46.292	47.218
bi-weekly	3,046.80	3,199.12	3,359.12	3,527.04	3,703.36	3,777.44
<u>Engineering Services Manager</u>						
ANNUAL	79,216	83,177	87,337	91,703	96,287	98,213
hrly	38.085	39.989	41.989	44.088	46.292	47.218
bi-weekly	3,046.80	3,199.12	3,359.12	3,527.04	3,703.36	3,777.44
<u>City Treasurer</u>						
ANNUAL	79,216	83,177	87,337	91,703	96,287	98,213
hrly	38.085	39.989	41.989	44.088	46.292	47.218
bi-weekly	3,046.80	3,199.12	3,359.12	3,527.04	3,703.36	3,777.44
<u>Financial Services Manager</u>						
ANNUAL	79,216	83,177	87,337	91,703	96,287	98,213
hrly	38.085	39.989	41.989	44.088	46.292	47.218
bi-weekly	3,046.80	3,199.12	3,359.12	3,527.04	3,703.36	3,777.44

July 1, 2007

Position	A	B	C	D	E	F
<u>Controller</u>						
ANNUAL	79,216	83,177	87,337	91,703	96,287	98,213
hrly	38.085	39.989	41.989	44.088	46.292	47.218
bi-weekly	3,046.80	3,199.12	3,359.12	3,527.04	3,703.36	3,777.44
<u>Environmental Services Manager</u>						
ANNUAL	82,989	87,137	91,495	96,071	100,873	102,891
hrly	39.899	41.893	43.988	46.188	48.497	49.467
bi-weekly	3,191.92	3,351.44	3,519.04	3,695.04	3,879.76	3,957.36
<u>Building Official</u>						
ANNUAL	84,601	88,830	93,271	97,934	102,833	104,890
hrly	40.674	42.707	44.842	47.084	49.439	50.428
bi-weekly	3,253.92	3,416.56	3,587.36	3,766.72	3,955.12	4,034.24
<u>Information Technology Manager</u>						
ANNUAL	84,601	88,830	93,271	97,934	102,833	104,890
hrly	40.674	42.707	44.842	47.084	49.439	50.428
bi-weekly	3,253.92	3,416.56	3,587.36	3,766.72	3,955.12	4,034.24
<u>City Planner</u>						
ANNUAL	84,601	88,830	93,271	97,934	102,833	104,890
hrly	40.674	42.707	44.842	47.084	49.439	50.428
bi-weekly	3,253.92	3,416.56	3,587.36	3,766.72	3,955.12	4,034.24
<u>City Engineer</u>						
ANNUAL	84,601	88,830	93,271	97,934	102,833	104,890
hrly	40.674	42.707	44.842	47.084	49.439	50.428
bi-weekly	3,253.92	3,416.56	3,587.36	3,766.72	3,955.12	4,034.24
<u>Human Resources Director</u>						
ANNUAL	85,013	89,265	93,728	98,415	103,336	105,401
hrly	40.872	42.916	45.062	47.315	49.681	50.674
bi-weekly	3,269.76	3,433.28	3,604.96	3,785.20	3,974.48	4,053.92
<u>Finance & Budget Director</u>						
ANNUAL	85,013	89,265	93,728	98,415	103,336	105,401
hrly	40.872	42.916	45.062	47.315	49.681	50.674
bi-weekly	3,269.76	3,433.28	3,604.96	3,785.20	3,974.48	4,053.92
<u>Public Library Director</u>						
ANNUAL	85,013	89,265	93,728	98,415	103,336	105,401
hrly	40.872	42.916	45.062	47.315	49.681	50.674
bi-weekly	3,269.76	3,433.28	3,604.96	3,785.20	3,974.48	4,053.92
<u>Parks & Recreation Director</u>						
ANNUAL	85,013	89,265	93,728	98,415	103,336	105,401
hrly	40.872	42.916	45.062	47.315	49.681	50.674
bi-weekly	3,269.76	3,433.28	3,604.96	3,785.20	3,974.48	4,053.92
<u>City Development Director</u>						
ANNUAL	85,013	89,265	93,728	98,415	103,336	105,401
hrly	40.872	42.916	45.062	47.315	49.681	50.674
bi-weekly	3,269.76	3,433.28	3,604.96	3,785.20	3,974.48	4,053.92

July 1, 2008

Position	A	B	C	D	E	F
<u>Emergency Services Manager</u>						
ANNUAL	62,982	66,131	69,436	72,910	76,554	78,085
hrly	30.280	31.794	33.383	35.053	36.805	37.541
bi-weekly	2,422.40	2,543.52	2,670.64	2,804.24	2,944.40	3,003.28
<u>Economic Development Manager</u>						
ANNUAL	77,708	81,596	85,675	89,960	94,456	96,343
hrly	37.360	39.229	41.190	43.250	45.412	46.319
bi-weekly	2,988.80	3,138.32	3,295.20	3,460.00	3,632.96	3,705.52
<u>Public Services Manager</u>						
ANNUAL	77,708	81,596	85,675	89,960	94,456	96,343
hrly	37.360	39.229	41.190	43.250	45.412	46.319
bi-weekly	2,988.80	3,138.32	3,295.20	3,460.00	3,632.96	3,705.52
<u>Network Administrator</u>						
ANNUAL	77,708	81,596	85,675	89,960	94,456	96,343
hrly	37.360	39.229	41.190	43.250	45.412	46.319
bi-weekly	2,988.80	3,138.32	3,295.20	3,460.00	3,632.96	3,705.52
<u>Communications Manager</u>						
ANNUAL	77,708	81,596	85,675	89,960	94,456	96,343
hrly	37.360	39.229	41.190	43.250	45.412	46.319
bi-weekly	2,988.80	3,138.32	3,295.20	3,460.00	3,632.96	3,705.52
<u>Risk Manager</u>						
ANNUAL	77,708	81,596	85,675	89,960	94,456	96,343
hrly	37.360	39.229	41.190	43.250	45.412	46.319
bi-weekly	2,988.80	3,138.32	3,295.20	3,460.00	3,632.96	3,705.52
<u>Purchasing Manager</u>						
ANNUAL	77,708	81,596	85,675	89,960	94,456	96,343
hrly	37.360	39.229	41.190	43.250	45.412	46.319
bi-weekly	2,988.80	3,138.32	3,295.20	3,460.00	3,632.96	3,705.52
<u>Broadcast Services Manager</u>						
ANNUAL	77,708	81,596	85,675	89,960	94,456	96,343
hrly	37.360	39.229	41.190	43.250	45.412	46.319
bi-weekly	2,988.80	3,138.32	3,295.20	3,460.00	3,632.96	3,705.52
<u>City Assessor</u>						
ANNUAL	81,594	85,673	89,957	94,454	99,176	101,160
hrly	39.228	41.189	43.249	45.411	47.681	48.635
bi-weekly	3,138.24	3,295.12	3,459.92	3,632.88	3,814.48	3,890.80
<u>Facilities Maintenance Manager</u>						
ANNUAL	81,594	85,673	89,957	94,454	99,176	101,160
hrly	39.228	41.189	43.249	45.411	47.681	48.635
bi-weekly	3,138.24	3,295.12	3,459.92	3,632.88	3,814.48	3,890.80
<u>Engineering Services Manager</u>						
ANNUAL	81,594	85,673	89,957	94,454	99,176	101,160
hrly	39.228	41.189	43.249	45.411	47.681	48.635
bi-weekly	3,138.24	3,295.12	3,459.92	3,632.88	3,814.48	3,890.80
<u>City Treasurer</u>						
ANNUAL	81,594	85,673	89,957	94,454	99,176	101,160
hrly	39.228	41.189	43.249	45.411	47.681	48.635
bi-weekly	3,138.24	3,295.12	3,459.92	3,632.88	3,814.48	3,890.80
<u>Financial Services Manager</u>						
ANNUAL	81,594	85,673	89,957	94,454	99,176	101,160
hrly	39.228	41.189	43.249	45.411	47.681	48.635
bi-weekly	3,138.24	3,295.12	3,459.92	3,632.88	3,814.48	3,890.80

July 1, 2008

Position	A	B	C	D	E	F
<u>Controller</u>						
ANNUAL	81,594	85,673	89,957	94,454	99,176	101,160
hrly	39.228	41.189	43.249	45.411	47.681	48.635
bi-weekly	3,138.24	3,295.12	3,459.92	3,632.88	3,814.48	3,890.80
<u>Environmental Services Manager</u>						
ANNUAL	85,479	89,752	94,240	98,953	103,900	105,978
hrly	41.096	43.150	45.308	47.574	49.952	50.951
bi-weekly	3,287.68	3,452.00	3,624.64	3,805.92	3,996.16	4,076.08
<u>Building Official</u>						
ANNUAL	87,139	91,495	96,068	100,873	105,917	108,037
hrly	41.894	43.988	46.187	48.497	50.922	51.941
bi-weekly	3,351.52	3,519.04	3,694.96	3,879.76	4,073.76	4,155.28
<u>Information Technology Manager</u>						
ANNUAL	87,139	91,495	96,068	100,873	105,917	108,037
hrly	41.894	43.988	46.187	48.497	50.922	51.941
bi-weekly	3,351.52	3,519.04	3,694.96	3,879.76	4,073.76	4,155.28
<u>City Planner</u>						
ANNUAL	87,139	91,495	96,068	100,873	105,917	108,037
hrly	41.894	43.988	46.187	48.497	50.922	51.941
bi-weekly	3,351.52	3,519.04	3,694.96	3,879.76	4,073.76	4,155.28
<u>City Engineer</u>						
ANNUAL	87,139	91,495	96,068	100,873	105,917	108,037
hrly	41.894	43.988	46.187	48.497	50.922	51.941
bi-weekly	3,351.52	3,519.04	3,694.96	3,879.76	4,073.76	4,155.28
<u>Human Resources Director</u>						
ANNUAL	87,563	91,942	96,541	101,366	106,435	108,563
hrly	42.098	44.203	46.414	48.734	51.171	52.194
bi-weekly	3,367.84	3,536.24	3,713.12	3,898.72	4,093.68	4,175.52
<u>Finance & Budget Director</u>						
ANNUAL	87,563	91,942	96,541	101,366	106,435	108,563
hrly	42.098	44.203	46.414	48.734	51.171	52.194
bi-weekly	3,367.84	3,536.24	3,713.12	3,898.72	4,093.68	4,175.52
<u>Public Library Director</u>						
ANNUAL	87,563	91,942	96,541	101,366	106,435	108,563
hrly	42.098	44.203	46.414	48.734	51.171	52.194
bi-weekly	3,367.84	3,536.24	3,713.12	3,898.72	4,093.68	4,175.52
<u>Parks & Recreation Director</u>						
ANNUAL	87,563	91,942	96,541	101,366	106,435	108,563
hrly	42.098	44.203	46.414	48.734	51.171	52.194
bi-weekly	3,367.84	3,536.24	3,713.12	3,898.72	4,093.68	4,175.52
<u>City Development Director</u>						
ANNUAL	87,563	91,942	96,541	101,366	106,435	108,563
hrly	42.098	44.203	46.414	48.734	51.171	52.194
bi-weekly	3,367.84	3,536.24	3,713.12	3,898.72	4,093.68	4,175.52

July 1, 2009

Position	A	B	C	D	E	F
<u>Emergency Services Manager</u>						
ANNUAL	64,871	68,115	71,518	75,098	78,850	80,427
hrly	31.188	32.748	34.384	36.105	37.909	38.667
bi-weekly	2,495.04	2,619.84	2,750.72	2,888.40	3,032.72	3,093.36
<u>Economic Development Manager</u>						
ANNUAL	80,040	84,044	88,246	92,659	97,289	99,234
hrly	38.481	40.406	42.426	44.548	46.774	47.709
bi-weekly	3,078.48	3,232.48	3,394.08	3,563.84	3,741.92	3,816.72
<u>Public Services Manager</u>						
ANNUAL	80,040	84,044	88,246	92,659	97,289	99,234
hrly	38.481	40.406	42.426	44.548	46.774	47.709
bi-weekly	3,078.48	3,232.48	3,394.08	3,563.84	3,741.92	3,816.72
<u>Network Administrator</u>						
ANNUAL	80,040	84,044	88,246	92,659	97,289	99,234
hrly	38.481	40.406	42.426	44.548	46.774	47.709
bi-weekly	3,078.48	3,232.48	3,394.08	3,563.84	3,741.92	3,816.72
<u>Communications Manager</u>						
ANNUAL	80,040	84,044	88,246	92,659	97,289	99,234
hrly	38.481	40.406	42.426	44.548	46.774	47.709
bi-weekly	3,078.48	3,232.48	3,394.08	3,563.84	3,741.92	3,816.72
<u>Risk Manager</u>						
ANNUAL	80,040	84,044	88,246	92,659	97,289	99,234
hrly	38.481	40.406	42.426	44.548	46.774	47.709
bi-weekly	3,078.48	3,232.48	3,394.08	3,563.84	3,741.92	3,816.72
<u>Purchasing Manager</u>						
ANNUAL	80,040	84,044	88,246	92,659	97,289	99,234
hrly	38.481	40.406	42.426	44.548	46.774	47.709
bi-weekly	3,078.48	3,232.48	3,394.08	3,563.84	3,741.92	3,816.72
<u>Broadcast Services Manager</u>						
ANNUAL	80,040	84,044	88,246	92,659	97,289	99,234
hrly	38.481	40.406	42.426	44.548	46.774	47.709
bi-weekly	3,078.48	3,232.48	3,394.08	3,563.84	3,741.92	3,816.72
<u>City Assessor</u>						
ANNUAL	84,042	88,244	92,655	97,287	102,150	104,195
hrly	40.405	42.425	44.546	46.773	49.111	50.094
bi-weekly	3,232.40	3,394.00	3,563.68	3,741.84	3,928.88	4,007.52
<u>Facilities Maintenance Manager</u>						
ANNUAL	84,042	88,244	92,655	97,287	102,150	104,195
hrly	40.405	42.425	44.546	46.773	49.111	50.094
bi-weekly	3,232.40	3,394.00	3,563.68	3,741.84	3,928.88	4,007.52
<u>Engineering Services Manager</u>						
ANNUAL	84,042	88,244	92,655	97,287	102,150	104,195
hrly	40.405	42.425	44.546	46.773	49.111	50.094
bi-weekly	3,232.40	3,394.00	3,563.68	3,741.84	3,928.88	4,007.52
<u>City Treasurer</u>						
ANNUAL	84,042	88,244	92,655	97,287	102,150	104,195
hrly	40.405	42.425	44.546	46.773	49.111	50.094
bi-weekly	3,232.40	3,394.00	3,563.68	3,741.84	3,928.88	4,007.52
<u>Financial Services Manager</u>						
ANNUAL	84,042	88,244	92,655	97,287	102,150	104,195
hrly	40.405	42.425	44.546	46.773	49.111	50.094
bi-weekly	3,232.40	3,394.00	3,563.68	3,741.84	3,928.88	4,007.52

July 1, 2009

Position	A	B	C	D	E	F
<u>Controller</u>						
ANNUAL	84,042	88,244	92,655	97,287	102,150	104,195
hrly	40.405	42.425	44.546	46.773	49.111	50.094
bi-weekly	3,232.40	3,394.00	3,563.68	3,741.84	3,928.88	4,007.52
<u>Environmental Services Manager</u>						
ANNUAL	88,044	92,445	97,067	101,922	107,018	109,158
hrly	42.329	44.445	46.667	49.001	51.451	52.480
bi-weekly	3,386.32	3,555.60	3,733.36	3,920.08	4,116.08	4,198.40
<u>Building Official</u>						
ANNUAL	89,754	94,240	98,951	103,900	109,096	111,277
hrly	43.151	45.308	47.573	49.952	52.450	53.499
bi-weekly	3,452.08	3,624.64	3,805.84	3,996.16	4,196.00	4,279.92
<u>Information Technology Manager</u>						
ANNUAL	89,754	94,240	98,951	103,900	109,096	111,277
hrly	43.151	45.308	47.573	49.952	52.450	53.499
bi-weekly	3,452.08	3,624.64	3,805.84	3,996.16	4,196.00	4,279.92
<u>City Planner</u>						
ANNUAL	89,754	94,240	98,951	103,900	109,096	111,277
hrly	43.151	45.308	47.573	49.952	52.450	53.499
bi-weekly	3,452.08	3,624.64	3,805.84	3,996.16	4,196.00	4,279.92
<u>City Engineer</u>						
ANNUAL	89,754	94,240	98,951	103,900	109,096	111,277
hrly	43.151	45.308	47.573	49.952	52.450	53.499
bi-weekly	3,452.08	3,624.64	3,805.84	3,996.16	4,196.00	4,279.92
<u>Human Resources Director</u>						
ANNUAL	90,190	94,700	99,436	104,407	109,628	111,820
hrly	43.361	45.529	47.806	50.196	52.706	53.760
bi-weekly	3,468.88	3,642.32	3,824.48	4,015.68	4,216.48	4,300.80
<u>Finance & Budget Director</u>						
ANNUAL	90,190	94,700	99,436	104,407	109,628	111,820
hrly	43.361	45.529	47.806	50.196	52.706	53.760
bi-weekly	3,468.88	3,642.32	3,824.48	4,015.68	4,216.48	4,300.80
<u>Public Library Director</u>						
ANNUAL	90,190	94,700	99,436	104,407	109,628	111,820
hrly	43.361	45.529	47.806	50.196	52.706	53.760
bi-weekly	3,468.88	3,642.32	3,824.48	4,015.68	4,216.48	4,300.80
<u>Parks & Recreation Director</u>						
ANNUAL	90,190	94,700	99,436	104,407	109,628	111,820
hrly	43.361	45.529	47.806	50.196	52.706	53.760
bi-weekly	3,468.88	3,642.32	3,824.48	4,015.68	4,216.48	4,300.80
<u>City Development Director</u>						
ANNUAL	90,190	94,700	99,436	104,407	109,628	111,820
hrly	43.361	45.529	47.806	50.196	52.706	53.760
bi-weekly	3,468.88	3,642.32	3,824.48	4,015.68	4,216.48	4,300.80

July 1, 2010

Position	A	B	C	D	E	F
<u>Emergency Services Manager</u>						
ANNUAL	66,817	70,158	73,665	77,351	81,215	82,840
hrly	32.124	33.730	35.416	37.188	39.046	39.827
bi-weekly	2,569.92	2,698.40	2,833.28	2,975.04	3,123.68	3,186.16
<u>Economic Development Manager</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.635	41.618	43.699	45.884	48.177	49.140
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>Public Services Manager</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.635	41.618	43.699	45.884	48.177	49.140
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>Network Administrator</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.635	41.618	43.699	45.884	48.177	49.140
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>Communications Manager</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.635	41.618	43.699	45.884	48.177	49.140
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>Risk Manager</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.635	41.618	43.699	45.884	48.177	49.140
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>Purchasing Manager</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.635	41.618	43.699	45.884	48.177	49.140
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>Broadcast Services Manager</u>						
ANNUAL	82,440	86,565	90,893	95,438	100,208	102,211
hrly	39.635	41.618	43.699	45.884	48.177	49.140
bi-weekly	3,170.80	3,329.44	3,495.92	3,670.72	3,854.16	3,931.20
<u>City Assessor</u>						
ANNUAL	86,563	90,891	95,434	100,206	105,214	107,321
hrly	41.617	43.698	45.882	48.176	50.584	51.597
bi-weekly	3,329.36	3,495.84	3,670.56	3,854.08	4,046.72	4,127.76
<u>Facilities Maintenance Manager</u>						
ANNUAL	86,563	90,891	95,434	100,206	105,214	107,321
hrly	41.617	43.698	45.882	48.176	50.584	51.597
bi-weekly	3,329.36	3,495.84	3,670.56	3,854.08	4,046.72	4,127.76
<u>Engineering Services Manager</u>						
ANNUAL	86,563	90,891	95,434	100,206	105,214	107,321
hrly	41.617	43.698	45.882	48.176	50.584	51.597
bi-weekly	3,329.36	3,495.84	3,670.56	3,854.08	4,046.72	4,127.76
<u>City Treasurer</u>						
ANNUAL	86,563	90,891	95,434	100,206	105,214	107,321
hrly	41.617	43.698	45.882	48.176	50.584	51.597
bi-weekly	3,329.36	3,495.84	3,670.56	3,854.08	4,046.72	4,127.76
<u>Financial Services Manager</u>						
ANNUAL	86,563	90,891	95,434	100,206	105,214	107,321
hrly	41.617	43.698	45.882	48.176	50.584	51.597
bi-weekly	3,329.36	3,495.84	3,670.56	3,854.08	4,046.72	4,127.76

July 1, 2010

Position	A	B	C	D	E	F
<u>Controller</u>						
ANNUAL	86,563	90,891	95,434	100,206	105,214	107,321
hrly	41.617	43.698	45.882	48.176	50.584	51.597
bi-weekly	3,329.36	3,495.84	3,670.56	3,854.08	4,046.72	4,127.76
<u>Environmental Services Manager</u>						
ANNUAL	90,685	95,218	99,979	104,979	110,229	112,432
hrly	43.599	45.778	48.067	50.471	52.995	54.054
bi-weekly	3,487.92	3,662.24	3,845.36	4,037.68	4,239.60	4,324.32
<u>Building Official</u>						
ANNUAL	92,447	97,067	101,920	107,018	112,369	114,616
hrly	44.446	46.667	49.000	51.451	54.024	55.104
bi-weekly	3,555.68	3,733.36	3,920.00	4,116.08	4,321.92	4,408.32
<u>Information Technology Manager</u>						
ANNUAL	92,447	97,067	101,920	107,018	112,369	114,616
hrly	44.446	46.667	49.000	51.451	54.024	55.104
bi-weekly	3,555.68	3,733.36	3,920.00	4,116.08	4,321.92	4,408.32
<u>City Planner</u>						
ANNUAL	92,447	97,067	101,920	107,018	112,369	114,616
hrly	44.446	46.667	49.000	51.451	54.024	55.104
bi-weekly	3,555.68	3,733.36	3,920.00	4,116.08	4,321.92	4,408.32
<u>City Engineer</u>						
ANNUAL	92,447	97,067	101,920	107,018	112,369	114,616
hrly	44.446	46.667	49.000	51.451	54.024	55.104
bi-weekly	3,555.68	3,733.36	3,920.00	4,116.08	4,321.92	4,408.32
<u>Human Resources Director</u>						
ANNUAL	92,896	97,541	102,419	107,540	112,916	115,175
hrly	44.662	46.895	49.240	51.702	54.287	55.373
bi-weekly	3,572.96	3,751.60	3,939.20	4,136.16	4,342.96	4,429.84
<u>Finance & Budget Director</u>						
ANNUAL	92,896	97,541	102,419	107,540	112,916	115,175
hrly	44.662	46.895	49.240	51.702	54.287	55.373
bi-weekly	3,572.96	3,751.60	3,939.20	4,136.16	4,342.96	4,429.84
<u>Public Library Director</u>						
ANNUAL	92,896	97,541	102,419	107,540	112,916	115,175
hrly	44.662	46.895	49.240	51.702	54.287	55.373
bi-weekly	3,572.96	3,751.60	3,939.20	4,136.16	4,342.96	4,429.84
<u>Parks & Recreation Director</u>						
ANNUAL	92,896	97,541	102,419	107,540	112,916	115,175
hrly	44.662	46.895	49.240	51.702	54.287	55.373
bi-weekly	3,572.96	3,751.60	3,939.20	4,136.16	4,342.96	4,429.84
<u>City Development Director</u>						
ANNUAL	92,896	97,541	102,419	107,540	112,916	115,175
hrly	44.662	46.895	49.240	51.702	54.287	55.373
bi-weekly	3,572.96	3,751.60	3,939.20	4,136.16	4,342.96	4,429.84

July 1, 2011

Position	A	B	C	D	E	F
<u>Emergency Services Manager</u>						
ANNUAL	68,823	72,263	75,874	79,672	83,651	85,325
hrly	33.088	34.742	36.478	38.304	40.217	41.022
bi-weekly	2,647.04	2,779.36	2,918.24	3,064.32	3,217.36	3,281.76
<u>Economic Development Manager</u>						
ANNUAL	84,913	89,163	93,620	98,302	103,213	105,277
hrly	40.824	42.867	45.010	47.261	49.622	50.614
bi-weekly	3,265.92	3,429.36	3,600.80	3,780.88	3,969.76	4,049.12
<u>Public Services Manager</u>						
ANNUAL	84,913	89,163	93,620	98,302	103,213	105,277
hrly	40.824	42.867	45.010	47.261	49.622	50.614
bi-weekly	3,265.92	3,429.36	3,600.80	3,780.88	3,969.76	4,049.12
<u>Network Administrator</u>						
ANNUAL	84,913	89,163	93,620	98,302	103,213	105,277
hrly	40.824	42.867	45.010	47.261	49.622	50.614
bi-weekly	3,265.92	3,429.36	3,600.80	3,780.88	3,969.76	4,049.12
<u>Communications Manager</u>						
ANNUAL	84,913	89,163	93,620	98,302	103,213	105,277
hrly	40.824	42.867	45.010	47.261	49.622	50.614
bi-weekly	3,265.92	3,429.36	3,600.80	3,780.88	3,969.76	4,049.12
<u>Risk Manager</u>						
ANNUAL	84,913	89,163	93,620	98,302	103,213	105,277
hrly	40.824	42.867	45.010	47.261	49.622	50.614
bi-weekly	3,265.92	3,429.36	3,600.80	3,780.88	3,969.76	4,049.12
<u>Purchasing Manager</u>						
ANNUAL	84,913	89,163	93,620	98,302	103,213	105,277
hrly	40.824	42.867	45.010	47.261	49.622	50.614
bi-weekly	3,265.92	3,429.36	3,600.80	3,780.88	3,969.76	4,049.12
<u>Broadcast Services Manager</u>						
ANNUAL	84,913	89,163	93,620	98,302	103,213	105,277
hrly	40.824	42.867	45.010	47.261	49.622	50.614
bi-weekly	3,265.92	3,429.36	3,600.80	3,780.88	3,969.76	4,049.12
<u>City Assessor</u>						
ANNUAL	89,161	93,618	98,296	103,211	108,372	110,541
hrly	42.866	45.009	47.258	49.621	52.102	53.145
bi-weekly	3,429.28	3,600.72	3,780.64	3,969.68	4,168.16	4,251.60
<u>Facilities Maintenance Manager</u>						
ANNUAL	89,161	93,618	98,296	103,211	108,372	110,541
hrly	42.866	45.009	47.258	49.621	52.102	53.145
bi-weekly	3,429.28	3,600.72	3,780.64	3,969.68	4,168.16	4,251.60
<u>Engineering Services Manager</u>						
ANNUAL	89,161	93,618	98,296	103,211	108,372	110,541
hrly	42.866	45.009	47.258	49.621	52.102	53.145
bi-weekly	3,429.28	3,600.72	3,780.64	3,969.68	4,168.16	4,251.60
<u>City Treasurer</u>						
ANNUAL	89,161	93,618	98,296	103,211	108,372	110,541
hrly	42.866	45.009	47.258	49.621	52.102	53.145
bi-weekly	3,429.28	3,600.72	3,780.64	3,969.68	4,168.16	4,251.60
<u>Financial Services Manager</u>						
ANNUAL	89,161	93,618	98,296	103,211	108,372	110,541
hrly	42.866	45.009	47.258	49.621	52.102	53.145
bi-weekly	3,429.28	3,600.72	3,780.64	3,969.68	4,168.16	4,251.60

July 1, 2011

Position	A	B	C	D	E	F
Controller						
ANNUAL	89,161	93,618	98,296	103,211	108,372	110,541
hrly	42.866	45.009	47.258	49.621	52.102	53.145
bi-weekly	3,429.28	3,600.72	3,780.64	3,969.68	4,168.16	4,251.60
Environmental Services Manager						
ANNUAL	93,406	98,074	102,978	108,128	113,536	115,806
hrly	44.907	47.151	49.509	51.985	54.585	55.676
bi-weekly	3,592.56	3,772.08	3,960.72	4,158.80	4,366.80	4,454.08
Building Official						
ANNUAL	95,220	99,979	104,977	110,229	115,741	118,054
hrly	45.779	48.067	50.470	52.995	55.645	56.757
bi-weekly	3,662.32	3,845.36	4,037.60	4,239.60	4,451.60	4,540.56
Information Technology Manager						
ANNUAL	95,220	99,979	104,977	110,229	115,741	118,054
hrly	45.779	48.067	50.470	52.995	55.645	56.757
bi-weekly	3,662.32	3,845.36	4,037.60	4,239.60	4,451.60	4,540.56
City Planner						
ANNUAL	95,220	99,979	104,977	110,229	115,741	118,054
hrly	45.779	48.067	50.470	52.995	55.645	56.757
bi-weekly	3,662.32	3,845.36	4,037.60	4,239.60	4,451.60	4,540.56
City Engineer						
ANNUAL	95,220	99,979	104,977	110,229	115,741	118,054
hrly	45.779	48.067	50.470	52.995	55.645	56.757
bi-weekly	3,662.32	3,845.36	4,037.60	4,239.60	4,451.60	4,540.56
Human Resources Director						
ANNUAL	95,684	100,468	105,491	110,766	116,305	118,630
hrly	46.002	48.302	50.717	53.253	55.916	57.034
bi-weekly	3,680.16	3,864.16	4,057.36	4,260.24	4,473.28	4,562.72
Finance & Budget Director						
ANNUAL	95,684	100,468	105,491	110,766	116,305	118,630
hrly	46.002	48.302	50.717	53.253	55.916	57.034
bi-weekly	3,680.16	3,864.16	4,057.36	4,260.24	4,473.28	4,562.72
Public Library Director						
ANNUAL	95,684	100,468	105,491	110,766	116,305	118,630
hrly	46.002	48.302	50.717	53.253	55.916	57.034
bi-weekly	3,680.16	3,864.16	4,057.36	4,260.24	4,473.28	4,562.72
Parks & Recreation Director						
ANNUAL	95,684	100,468	105,491	110,766	116,305	118,630
hrly	46.002	48.302	50.717	53.253	55.916	57.034
bi-weekly	3,680.16	3,864.16	4,057.36	4,260.24	4,473.28	4,562.72
City Development Director						
ANNUAL	95,684	100,468	105,491	110,766	116,305	118,630
hrly	46.002	48.302	50.717	53.253	55.916	57.034
bi-weekly	3,680.16	3,864.16	4,057.36	4,260.24	4,473.28	4,562.72

APPENDIX B

Community Blue 10
Benefits at a Glance

Community BlueSM PPO

Benefits-at-a-Glance Proposed for City of Sterling Heights Plan 10

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

In-Network

Out-of-Network

Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered

Mammography

Mammography Screening	Covered – 90% after deductible	Covered – 60% after deductible
One per calendar year, no age restrictions		

Physician Office Services

Office Visits	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 60% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

Diagnostic Services

Laboratory and Pathology Services	Covered – 90% after deductible	Covered – 60% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 60% after deductible
Therapeutic Radiology	Covered – 90% after deductible	Covered – 60% after deductible

Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 100%	Covered – 60% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 90% after deductible	Covered – 60% after deductible
	Includes delivery provided by a certified nurse midwife	

Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 90% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 90% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 60% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to dollar maximum which is adjusted periodically	
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible
	Unlimited visits	

In-Network

Out-of-Network

Surgical Services

Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 60% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 60% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	

Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 60% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – \$10 copay	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 90% after deductible	Covered – 90% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 60% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not covered	Not covered

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible	\$250 per member, \$500 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$500 per member, \$1,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$500 per member, \$1,000 family per calendar year	\$4,000 per member, \$8,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

* Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

APPENDIX C

Community Blue 7
Benefits at a Glance

NEW HIRES



An Independent licensee of the Blue Cross and Blue Shield Association

Community BlueSM PPO Benefits-at-a-Glance for City of Sterling Heights Plan 7

In-Network

Out-of-Network

Preventive Services – Limited to \$500 per calendar year

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% • Up to 6 visits per year, through age 1 • Up to 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not Covered
Immunizations	Covered – 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered

Mammography

Mammography Screening	Covered – 90% after deductible	Covered – 80% after deductible
One per calendar year, no age restrictions		

Physician Office Services

Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room – approved diagnosis	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered – 90% after deductible	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 80% after deductible
Radiation Therapy	Covered – 90% after deductible	Covered – 80% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 100%, includes delivery care by a Certified Nurse Midwife	Covered – 80% after deductible, includes care provided by a Certified Nurse Midwife
Delivery and Nursery Care	Covered – 90% after deductible, includes delivery provided by a Certified Nurse Midwife	Covered – 80% after deductible, includes delivery provided by a Certified Nurse Midwife

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 90% after deductible	Covered – 80% after deductible
Unlimited days		
Inpatient Consultations	Covered – 90% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 80% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 90% after deductible	Covered – 90% after deductible
Up to 120 days per calendar year		
Hospice Care	Covered – 100%	Covered – 100%
Limited to the lifetime dollar maximum which is adjusted annually by the state		
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible
Unlimited visits		

Surgical Services

Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 80% after deductible

In-Network

Out-of-Network

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 90% after deductible Up to \$1 million maximum per transplant type	Covered – in designated facilities only
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 80% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Covered – 50% after deductible Unlimited days	Covered – 50% after deductible
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50% after deductible Covered – 50%	Covered – 50% after deductible Covered – 50% after deductible
Outpatient Substance Abuse Care – in approved facilities	Covered – 50% after deductible Up to the state-dollar amount which is adjusted annually	Covered – 50% after deductible

Other Services

Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – \$10 copay Up to 24 visits per calendar year	Covered – 80% after deductible
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 90% after deductible Covered – 90% after deductible Up to a combined maximum of 60 visits per calendar year	Covered – 90% after deductible Covered – 80% after deductible
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not Covered	Not Covered

Deductible, Copays and Dollar Maximums

Deductible	\$500 per member, \$1,000 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$1,000 per member, \$2,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays • Fixed Dollar Copays • Percent Copays	\$10 for office visits and \$50 for emergency room visits 10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse care and private duty nursing *	\$50 for emergency room visits 20% for general services and 50% for mental health care, substance abuse care and private duty nursing * Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums • Fixed Dollar Copays • Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	None \$1,000 per member, \$2,000 family per calendar year	None \$2,000 per member, \$4,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

* Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

APPENDIX D

SCHEDULE OF MEMBERS PARTICIPATING IN
DEFINED CONTRIBUTION PLAN AS OF JULY 1, 2006

<u>Name</u>	<u>Eligible to exercise conversion option</u>	<u>Eligible for Enhanced Contribution Benefit</u>
Brian Baker	Yes	Only if conversion option waived
Jim Buhlinger	Yes	Only if conversion option waived
Dawn Demick	Yes	Only if conversion option waived
Salvatore Conigliaro	Yes	Only if conversion option waived
Denice Gerstenberg	Yes	Only if conversion option waived
Arvid Schamehorn	Yes	Only if conversion option waived
Janice Sierzenga	Yes	Only if conversion option waived
Steve Deon	No	Yes
Michael Bartholomew	No	Yes
Leslie Reinhart	No	Yes
Lukas Bonner	No	No

11/16
BA

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS (CITY)
AND
UNITED AUTO WORKERS, UNIT 41 OF LOCAL 412
SUPERVISORY EMPLOYEES (BARGAINING UNIT)

It is hereby understood and agreed to by the City and Bargaining Unit that during the term July 1, 2006 through June 30, 2012, if any other general city employee bargaining unit receives a health care plan and/or prescription drug benefit superior to the plans provided under the terms of the parties collective bargaining agreement, the Members of this Bargaining Unit shall receive the same enhanced health care plan and prescription drug benefit.

The City and Bargaining Unit further agree that during the term July 1, 2006 through June 30, 2012, if the City determines the need to change from any existing health care provider, the City will serve a written notice to the Bargaining Unit. The City and Bargaining Unit will meet not later than one hundred twenty (120) days from the date of said notice. Any proposed change of health care provider would not take effect until the City and Bargaining Unit have met to negotiate and have mutually agreed upon the proposed change in provider. Existing negotiated coverage levels will be maintained or improved regardless of health care provider.

FOR THE CITY

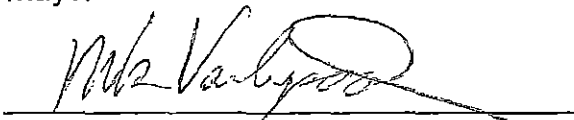
FOR THE BARGAINING UNIT



Richard Notte
Mayor



Gregory Bauer
International Representative U.A.W.



Mark D. Vanderpool
City Manager



Lois Gates
Unit Chairperson

Date: 12-19-06

Date: December 15, 2006

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS (CITY)
AND
UNITED AUTO WORKERS, UNIT 41 OF LOCAL 412
SUPERVISORY EMPLOYEES (BARGAINING UNIT)

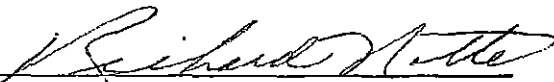
It is hereby understood and agreed to by the City and Bargaining Unit that only the following items contained in the July 1, 2006 through June 30, 2012 Agreement shall be retroactive from the date of City Council approval to July 1, 2006:


Wages
Performance Pay
Deferred Compensation
Optical


All other benefits or entitlement in the Agreement are effective the dates of the execution of the Agreement unless a specific date is otherwise stated for a particular benefit or entitlement.


FOR THE CITY

FOR THE BARGAINING UNIT


Richard Notte
Mayor
Agent


Gregory Bauer
International Representative U.A.W.


Mark D. Vanderpool
City Manager


Lois Gates
Unit Chairperson

Date: 12-19-06

Date: December 15, 2006

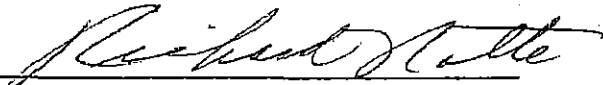
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS (CITY)
AND
UNITED AUTO WORKERS, UNIT 41 OF LOCAL 412
SUPERVISORY EMPLOYEES (BARGAINING UNIT)

It is hereby acknowledged by the City that the Bargaining Unit has requested consideration of proposed wage adjustments for certain of its Members as part of the collective bargaining process.

It is understood and agreed to by the City and Bargaining Unit that the City Manager shall be afforded a period of time to research and analyze the merits of these proposed wage adjustments. It is further understood and agreed to by the City and Bargaining Unit that a determination by the City Manager on the proposed wage adjustments shall be made on or before June 30, 2007. A proposed wage adjustment granted by the City Manager shall not have retroactive application.

FOR THE CITY

FOR THE BARGAINING UNIT



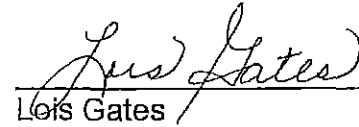
Richard Notte
Mayor



Gregory Bauer
International Representative U.A.W.



Mark D. Vanderpool
City Manager



Lois Gates
Unit Chairperson

Date: 12-19-06

Date: December 15, 2006