

**AGREEMENT BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

**THE ASSOCIATION OF PUBLIC ADMINISTRATORS  
OF GRAND RAPIDS**

**JANUARY 1, 2007 THROUGH JUNE 30, 2010**

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## **ARTICLE 1. RECOGNITION**

The City of Grand Rapids ("Employer") agrees to recognize the Association of Public Administrators of Grand Rapids ("Association") as the exclusive bargaining representative for those employees holding positions in the unit certified by the Michigan Employment Relations Commission (MERC) in Case #R90 K-249. The Association constitutes the management and supervision support for the Employer. The Employer values the members' roles in carrying out their various managerial responsibilities including but not limited to effectively budgeting, prioritizing, and directing the operations of the Employer.

## **ARTICLE 2. DUES CHECK-OFF**

- A. It shall be a condition of employment that all present and future employees in the Association shall either become and remain members in good standing of the Association or pay to the Association a service charge as well as an initial processing service fee within thirty (30) days after the signing of the Agreement or the beginning of their employment, whichever is later. The Employer shall provide a check-off form to all employees entering the Association.
- B. The Employer agrees to make dues/fees deductions from employees provided that the Employer has on file a current authorization signed by the employee directing the deduction of such Association dues/fees. The Employer will promptly remit these dues/fees to the Association.
- C. The Association agrees to provide the Employer with its properly authorized dues/fees structure. The Association also agrees to indemnify and hold the Employer harmless from any liability or damages which arise out of or relate to the deduction of dues/fees pursuant to this provision (including any attorney's fees expended in the defense of such claims).

## **ARTICLE 3. MANAGEMENT RIGHTS**

The Employer retains all legal rights and responsibilities granted to it under state, federal, and local laws, ordinances, or charters to operate the city and to manage its work force, except as expressly modified by the terms of this Agreement. The Employer's management rights include but are not limited to the right to discipline or discharge for just cause and/or the right to contract or subcontract work when it is not feasible or economical for city employees to perform such work. The Association will be given at least thirty (30) days advance notice if such proposed contracting or subcontracting would result in the displacement of an Association member.

## **ARTICLE 4. ASSOCIATION RIGHTS & SECURITY**

- A. Collective bargaining negotiations will generally be scheduled during the regular business day without a loss of pay for up to six (6) employees on the Association's bargaining team. However, such negotiation time shall not be considered hours worked for any other purpose and shall not result in any entitlement to overtime compensation.
- B. An Association representative and the grievant shall be allowed reasonable release time with pay to prepare for and attend any scheduled grievance conferences with the Labor Relations office. However, such release time shall not be considered hours worked for any other purpose and shall not result in any entitlement to overtime compensation.

- C. The Association Chairperson/designee, Contract Committee representative, and the grievant shall be allowed release time with pay to attend scheduled arbitration or Civil Service Board hearings. The Association Chairperson/designee will be allowed one (1) day release time with pay to prepare for each scheduled arbitration case. However, such release time shall not be considered hours worked for any other purpose and shall not result in any entitlement to overtime compensation.
- D. In any situation where non-permanent employees or contract personnel are hired in any department or division where Association employees are currently laid off/displaced, the Employer and the Association shall meet upon request by the Association and confer for the purpose of reviewing possible alternatives. The intent of this provision is to seek alternatives that are more economical and/or feasible to reduce or eliminate the expense of utilizing non-permanent employees or contract personnel. It is expressly understood that this provision shall not be interpreted to prevent the Employer from hiring or continuing to utilize non-permanent employees or contract personnel in the event the parties are unable to mutually agree upon a more economical and/or feasible arrangement.

#### **ARTICLE 5. GRIEVANCE PROCEDURE**

- A. A grievance is defined as any disagreement between the parties over the interpretation or application of the terms or provisions of this Agreement.
- B. In cases not involving suspension or discharge, the Association may request a fact finding meeting prior to initiating the grievance process. A request must be submitted within fifteen (15) working days after the employee(s) knew or should have known of the alleged violation. If requested, a meeting shall be scheduled by the Labor Relations office including the employee(s), a Labor Relations representative, Association representatives (not to exceed three [3]), and appropriate management representatives. The purpose of the fact finding meeting shall be to discuss the issues in dispute, identify the facts, and attempt to resolve the matter prior to initiating a written grievance.

If the matter remains unresolved at the conclusion of the fact finding meeting, the Association may present a written grievance within fifteen (15) working days following the date of the meeting to the Labor Relations office. The written grievance shall contain the information as outlined in Section C of this Article.

- C. Any employee may process a grievance by presenting a signed, written statement to the Labor Relations office briefly stating the facts of the alleged dispute, the specific involved provisions of the Agreement, and the requested remedy. At the employee's request, the Association representative may assist in the preparation of the grievance and affix his/her signature to such grievance. In those cases where a fact finding meeting was not held in accordance with Section B, the grievance must be presented within fifteen (15) working days after the employee knew or should have known of the alleged violation.

The Association itself may process a grievance which claims that a right given to the Association under the provisions of the labor agreement is alleged to have been violated. A written statement signed by a duly authorized representative of the Association shall be submitted to the Labor Relations office briefly stating the facts of the alleged dispute, the specific involved provisions of the Agreement, and the requested remedy. In those cases where a fact finding meeting was not held in accordance with

Section B, the grievance must be presented within fifteen (15) working days after the Association knew or should have known of the alleged violation.

D. The Labor Relations office shall schedule a meeting to discuss the grievance within fifteen (15) working days after receipt of the grievance. A written response will be submitted to the Association and the grievant within ten (10) working days after the grievance conference.

E. If the Association is not satisfied with the Employer's response, the Association may process the grievance as follows:

1. Grievances involving classification, suspension, demotion, discharge, layoff and/or recall may be presented to the Civil Service Board. Notice of the grievance appeal to the Civil Service Board shall be made within thirty (30) days after the pre-arbitration conference referenced in item #4 below. Said appeal will be scheduled as soon as practical at the earliest regular meeting of the Board. A decision by a majority of the Board shall be final and binding on the employee(s), the Association, and the Employer.

2. All other grievances may be submitted to arbitration by notice to the Labor Relations office of intent to arbitrate within thirty (30) days after receipt of the Employer's answer. The Association may elect to submit grievances on suspension, demotion, discharge or layoff/recall to arbitration, but this shall be the Association's and the employee's exclusive remedy.

3. The grievant and/or the Association may amend a grievance at any step of the grievance procedure up through the pre-arbitration conference by deletion or addition of Articles of the Agreement as supported by evidence presented during the grievance procedure.

4. After the Employer receives the Association's notice of intent to arbitrate or intent to appeal to the Civil Service Board, the parties shall meet within forty-five (45) days and attempt to resolve the dispute. However, if the matter cannot be resolved, the parties shall attempt to mutually select an arbitrator from the list of pre-approved arbitrators identified below. A pre-arbitration conference will then be held forty-five (45) days prior to the arbitration hearing or Civil Service Board hearing to exchange evidence, identify disputed issues and witnesses, and stipulate facts. Only that evidence so exchanged may be submitted to arbitration unless agreed otherwise.

5. The arbitrator shall be mutually selected from the following list of pre-approved arbitrators:

- |                      |                   |                    |
|----------------------|-------------------|--------------------|
| Elliot Beitner       | David Grissom     | Patrick McDonald   |
| Theodore St. Antoine | Kathryn VanDagens | Joseph P. Girolamo |
| Peter Jason          |                   |                    |

The arbitrator shall be limited to the interpretation and application of the express terms of the Agreement and shall have no power to add, delete, or alter the terms of this Agreement. The decision of the arbitrator shall be final and binding on the employee(s), the Association, and the Employer. Fees and expenses of the arbitrator shall be shared equally by the Association and the Employer unless otherwise directed by the arbitrator. Cancellation fees shall be shared equally by the parties. Each party is responsible for its own costs regarding witnesses and other individuals it requests to attend the arbitration.

F. A grievance not processed or answered in a timely manner shall be considered resolved on the basis of the last timely answer or demand.

G. Election of Remedies

If proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency or in any court, then such administrative or judicial procedures shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist.

**ARTICLE 6. DISCIPLINE**

A. The Employer shall furnish the employee and the Association with a written copy of any disciplinary action within a reasonable period of time, but no later than seven (7) calendar days of the date the action is taken.

B. If requested, the Employer agrees to provide an employee with an Association representative for any investigatory meeting that could result in disciplinary action. At the start of the meeting, the Employer shall fully advise the employee of the nature of the disciplinary investigation and that the investigation could result in disciplinary action. If an employee requests that an Association representative be present during the meeting, no questioning shall commence until the representative is present.

C. If the Employer has reason to warn or reprimand an employee, they shall do so in a professional manner.

D. An employee appearing in a hearing before the City Manager pursuant to the City Charter shall be entitled to an Association representative upon request. In response to such request, the Association representative shall be allowed reasonable time to attend the hearing without loss of time or pay.

E. In imposing any discipline on a current charge, Management will not take into account any prior infractions that occurred more than three (3) years previous, provided that no further disciplinary action has occurred during the three (3) year period. However, disciplinary actions for sexual harassment infractions shall remain on the employee's record for a period of six (6) years and will be taken into account if another infraction of that nature occurs during that six (6) year period.

## **ARTICLE 7. NO STRIKE**

The Association and its members recognize that strikes by public sector employees are illegal in the state of Michigan. The Association agrees not to call or support in any manner a strike by its members. The Association's members agree not to engage in a strike and to faithfully fulfill their duties and responsibilities as assigned even in the event of a strike or picket by any other employees, organizations, or individuals.

## **ARTICLE 8. NO DISCRIMINATION**

The Employer and the Association recognize and agree to abide by their legal obligations not to discriminate based on race, religion, national origin, sex, age, height, weight, marital status, veteran status, or handicap. The parties also agree that they will not discriminate against any employee because of his/her membership in or refusal to join the Association.

## **ARTICLE 9. CIVIL SERVICE BOARD RULES**

To the extent that they are not in conflict with other provisions of this Agreement, the existing Grand Rapids Civil Service Board Rules, Administrative Regulations and Procedures together with any amendments subsequently adopted and approved by the Civil Service Board are incorporated by reference into this Agreement. Notwithstanding this provision, the Association agrees that the Civil Service Board will place all Association classifications into the "non-competitive" group of classified positions (effective January 1, 1997).

Notwithstanding the provisions of Civil Service Board Rule 503.0(a), ties in classification seniority shall be broken on the basis of total permanent, continuous employment time with the Employer.

Political appointees who are not subject to the Civil Service Board rules continue to serve at the pleasure of the appointing official.

## **ARTICLE 10. NEW OR CHANGED JOBS**

An employee may request a review of his/her position no more than once every three (3) years.

In the event the City Manager or Designee makes a final decision to reclassify a position or makes a budget substitution, the Employer will notify the Association and meet and confer about the decision upon request of the Association. Notification will be provided to the Association as soon as possible after the decision is made.

If the Employer created a new position within the Association or if the responsibilities of a job within the Association are significantly changed during the duration of this Agreement, the parties shall meet to discuss the appropriate salary range. If the parties cannot agree, the matter may be appealed to the Civil Service Board for resolution. The Association and the Employer acknowledge that if a dispute exists as to whether a new or changed job should be in or out of the bargaining unit, such dispute shall be resolved by the Michigan Employment Relations Commission.

In the event that a permanent employee occupies a position that is reclassified, the reclassified position will be filled first from qualified applicants represented by the Association. In the event there is no qualified applicant represented by the Association, the position may be filled by



qualified non-Association applicants. However, in the event that a permanent employee occupies a position that is reclassified as a result of a classification study requested by the employee, the affected employee shall have the right of first refusal to the reclassified position unless management determines that such employee is not qualified. Upon request of the employee, management will confirm in writing its reasons for determining said employee is not qualified.

## ARTICLE 11. WAGES

A. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix B.

B. The shift differential for eligible employees shall be as follows:

60¢ per hour for second shift.  
65¢ per hour for third shift.

The 2<sup>nd</sup> shift is defined as any work period commencing between the hours of 1:59 PM and 9:59 PM. The 3<sup>rd</sup> shift is defined as any work period commencing between the hours of 9:59 PM and 4:59 AM.

C. An annual stipend of \$1,000 will be paid to two (2) Association employees who serve for a full year on the confined spaces rescue team at the Lake Plant.

D. Effective January 1, 2002, all new hires who have a checking account shall be required as a condition of employment to enroll in direct deposit.

## ARTICLE 12. PAY CHANGES

A. Purpose

The following provisions shall govern the assignment of pay steps to employees covered by this Agreement.

B. Definitions

1. **Promotion** means a change in employment to a classification which has a higher maximum salary.
2. **Demotion** means a change in employment to a classification which has a lower maximum salary. An employee whose request for a voluntary demotion is granted shall have the change designated as a **voluntary demotion**.
3. **Transfer** means a change in employment to another position in any classification which has the same maximum salary and similar duties and qualifications.
4. **Reclassification** means the changing of a position from one (1) classification to another based on the duties involved.
5. **Salary Step Increase** means an increase in compensation to the next higher step in the same pay range.

6. **Acting Assignment** means an assignment for a limited time to a classification determined by the needs of the service with such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

C. Anniversary Dates

1. Establishment

- a. **Original Employment and Re-employment:** the date one (1) year after completion of the probationary period and the corresponding date each year thereafter.
- b. **Promotion:** the date one (1) year after completion of the probationary period and the corresponding date each year thereafter.
- c. **Transfer:** the anniversary date remains unchanged.
- d. **Demotion:** the date six (6) months after the effective date thereof and the corresponding date each year thereafter.
- e. **Reclassification:** the date (6) months after the effective date thereof and the corresponding date each year thereafter.

2. Postponement of Anniversary Date

Layoff, formal leave of absence, or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation; however, time previously served toward the next anniversary date shall be credited when the employee returns to the payroll.

D. Compensation Determination

1. **Original Employment and Re-employment:** Employees shall be employed at the lowest step for their classification unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.
2. **End of Probation:** The employee's salary automatically increases to the next higher step at the end of his/her probationary period, provided the employee is not at the maximum salary step of his/her range.
3. **Anniversary Date**
  - a. Prior to the occurrence of each anniversary date, every employee who has not already obtained his/her highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisors. The City Manager may elect to award a double step increase in cases of demonstrated superior performance.
  - b. Each consideration found to be in good order by the Director of Human Resources shall be referred to the City Manager or his/her designated representative for final determination.

- c. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.

An employee's performance shall be evaluated annually; however, any performance deficiency shall be brought to the attention of the employee and documented in writing within thirty (30) days of the occurrence. A copy of the documentation shall be given to the employee.

- d. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position.

- 4. **Promotion or Upward Reclassification:** Employees who are promoted or whose positions are reclassified to a classification in a higher pay range shall initially be paid at a salary step determined by the City Manager.

- 5. **Increase upon Assignment to Temporary Acting Assignment Duty:** When the exigencies of the service require the acting assignment of an employee to the duties of a higher classification, the City Manager may order the payment of a rate of compensation within the range allocated to such higher classification.

Payment for such acting assignment shall commence from the tenth day (10<sup>th</sup>) of when the assignment was given. In those cases where the acting assignment exceeds six (6) months, the employee shall be placed at the next higher step commencing the seventh (7<sup>th</sup>) month unless the employee is at the highest pay step within the acting assignment classification. The employee may request removal from an acting assignment that exceeds six (6) months.

- 6. **Transfers:** An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.

- 7. **Demotion and Downward Reclassification:** An employee who is demoted or whose position is reclassified to a classification in a lower pay range shall initially be paid at the same salary step in the lower pay range at which he/she was at in the higher pay range. As exceptions to these provisions, the City Manager may authorize a higher salary step; or if the employee previously held a higher step in the lower classification, he/she shall be paid at the higher salary step.

- 8. **Effective Date of Changes in Compensation:** All changes in compensation shall be effective as of the date indicated on the payroll advice form.

### ARTICLE 13. OVERTIME

- A. As of January 1, 1999, the classifications listed below are eligible for overtime. Those classifications not included in the following list are exempt (not eligible) for overtime.

149	Administrative Aide
621	Administrative Analyst I-Accounting
622	Administrative Analyst I
622P	Administrative Analyst I
677	Athletic Supervisor
612	Budget Analyst – Specialty Level A
357	Building Maintenance Supervisor I
358	Building Maintenance Supervisor II
358P	Building Maintenance Supervisor II
624	Buyer
339	Cemetery Supervisor
146	Clerk IV (Assessor's)
532	Code Compliance Supervisor
218	Contract Administrator
635	Contract Compliance Officer
717	Economic Development Coordinator I
809	Emergency Management Administrator
636	Equal Opportunity Specialist
376	Equipment Maintenance Superintendent
375	Equipment Maintenance Supervisor
359	Facilities Maintenance Superintendent
360	Facilities Maintenance Supervisor
637	Fair Housing Officer
840	Forensic Services Manager
364	Forestry Supervisor
687	Golf Course Manager
530	Housing Inspections Supervisor
645	Human Resources Analyst
602	Internal Auditor I
689	Marketing and Program Specialist
331	Meter Maintenance Supervisor
342	Parking Facility Supervisor
341	Parking Meter Operations Supervisor
344	Parking Operations Superintendent
345	Parking Services Shift Supervisor
336	Parks Maintenance Supervisor
114	Payroll Supervisor
604	Plans Examiner
118	Records Manager
712	Recreation Center Supervisor
709	Recreation Program Coordinator
716	Recreation Services Specialist
688	Recreation Supervisor
124	Retirement Services Specialist
541	Safety Technician
365	Signal and Lighting Supervisor
334	Special Events Coordinator
370	Streets & Sanitation Supervisor
355	Utilities Field Operations Supervisor
338	Utility Maintenance Supervisor
353	Utility Supervisor
497	Wastewater Plant Shift Supervisor
362	Water Distribution Shift Supervisor

B. Definitions

1. Normal Work Week and Work Day: a normal work week for regular full time employees shall consist of forty (40) hours, not including meal periods. A normal work day for such employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.
2. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work day or any work week, not including meal periods. Overtime and any other payment for time worked shall be paid to the nearest one-tenth (1/10) of an hour.
3. All overtime shall be authorized by a responsible supervisor or director of a division or department.
4. Time worked in excess of the normal work week for the purpose of adjusting so-called swing shifts in a three-shift operation shall not constitute overtime.

C. Method of Compensating for Overtime Work

1. Overtime shall be paid at one and one-half (1½) times the employee's hourly rate.
2. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday, or vacation shall be considered to have worked his/her normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

D. Compensatory Time

1. Employees shall be provided with the opportunity to accrue compensatory time in lieu of cash payment for overtime worked.
2. Compensatory time shall be earned at 1½ times the number of overtime hours worked.
3. Employees shall have the right to select the method of overtime reimbursement (cash payment or earned compensatory time) at the time the overtime is worked or by the end of the payroll period in which the overtime was worked. The employee's selection shall not be altered at a subsequent date unless by mutual agreement with his/her supervisor.
4. Employees may request payment of all or a portion of their earned compensatory time at any time during the calendar year; however, any such request shall be made at least one payroll period in advance. Payment shall be made within the next payroll period immediately following the request.
5. The use of compensatory time shall be subject to approval by the employee's supervisor.
6. Accrual of compensatory time shall not exceed a maximum of 240 hours per calendar year.

7. Compensatory time shall not be deferred beyond June 30<sup>th</sup> of the fiscal year in which it was earned. Employees will be paid off as soon as administratively possible for any unused compensatory time by this date. This change resulted in payment not being made for unused compensatory time as of December 31, 2008. Instead compensatory time earned during the period of January 1, 2008 through June 30, 2009 and not used will be paid off as soon as administratively possible following June 30, 2009.
8. Compensatory time shall not be substituted for requested vacation time unless approved by the employee's supervisor.

**ARTICLE 14. LONGEVITY PAY**

- A. Longevity pay is defined as a supplemental salary payment based on the length of continuous service. **Continuous service** is that service uninterrupted by resignation or discharge. Employees eligible for longevity pay received adjusted payments at specified intervals in accordance with the following schedule:

<u>Service Years</u>	<u>Amount</u>	<u>Longevity Pay Step</u>
5 through 9	\$300 per year	L1
10 through 14	\$600 per year	L2
15 through 19	\$900 per year	L3
20 through 24	\$1,200 per year	L4
25 and over	\$1,500 per year	L5

- B. Longevity Qualification Date

An employee qualifies for longevity pay on the date when five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service are completed.

- C. Longevity Earning Date

The longevity earning date refers to the date an employee begins to earn longevity pay and shall be the first day of the month immediately following his/her longevity qualification date.

- D. Payment of Longevity Pay

1. Longevity pay is paid on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
2. Longevity pay shall be for periods of service from June 1 to November 30, payable on the first payday in December; and from December 1 to May 31, payable of the first payday in June

- E. Effect of Layoff and Leave of Absence on the Longevity Qualification Date

1. An unpaid leave of absence or a layoff of sixty (60) days or less does not postpone the longevity qualification date of an employee.

2. An unpaid leave of absence (except for a military leave) or layoffs in excess of sixty (60) days postpones the longevity qualification date for the total period of separation. However, time previously served toward the next longevity qualification date will be credited when the employee returns to the payroll.

F. Effect of Termination on Longevity Pay

1. An employee terminating employment with the Employer prior to June 1 or December 1 will receive longevity pay on a prorated time basis for the full calendar months served.
2. An employee absent from service due to leave of absence or unpaid leave will receive longevity pay on a prorated time basis for the full calendar months served and payable upon the employee's return to service.
3. An employee who works twelve (12) or more days in any calendar month will earn longevity credit for that month.

**ARTICLE 15. VACATION**

A. Definitions

1. Service is defined as any period of time for which an employee receives wages (excluding income maintenance payments).
2. Vacation day is that period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.
3. Continuous service is service as defined in item #1 above that is uninterrupted by resignation or discharge.

B. Vacation Allowance

1. During the initial calendar year of employment, employees shall be immediately credited with an amount of vacation leave based on the monthly earned rate of eight (8) hours times the number of months remaining in the calendar year from the date of employment. (This monthly earned rate is arrived at by dividing the maximum vacation hours that can be credited for the first year by the number of months in a year  $96 \div 12 = 8$ ). On the first day of the calendar year following the date of employment, an employee shall be credited with twelve (12) work days of vacation leave.
2. On the first day of each calendar year following the completion of an employee's second (2<sup>nd</sup>) through sixteenth (16<sup>th</sup>) year of continuous service, an employee may cumulatively accrue one (1) additional day of vacation until a maximum total of twenty-seven (27) work days is reached.
3. An employee becomes eligible for one-twelfth (1/12) of his/her vacation allowance, under items #1 and #2 above, each calendar month in which he/she works twelve (12) or more days.
4. Employees who have established vacation allotments approved by the City Manager shall be credited with such allotment annually. On the first day of each

calendar year following the completion of the employee's second (2<sup>nd</sup>) year of employment, an employee may cumulatively accrue one (1) additional day of vacation until a maximum total of twenty-seven (27) work days is reached.

5. Crediting of Vacation Days

a. Date of hire to end of that year: 1 day per month for the remaining months in that calendar year

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on The Following January 1</u>
1 year	12 days
2 years	13 days
3 years	14 days
4 years	15 days
5 years	16 days
6 years	17 days
7 years	18 days
8 years	19 days
9 years	20 days
10 years	21 days
11 years	22 days
12 years	23 days
13 years	24 days
14 years	25 days
15 years	26 days
16+ years	27 days

C. Use of Vacation

1. Vacation will be scheduled with due regard for employee preference and service needs.
2. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void; however, an employee may maintain a balance of sixty-eight (68) days between the period of 1/1 and 11/30.

An employee who is in jeopardy of losing their vacation days by November 30<sup>th</sup> of any given year may at their sole discretion elect to convert up to forty (40) hours of vacation into sick leave hours. The Employee must give written notice to their supervisor and to Human Resources of such election by November 30<sup>th</sup>. However, the employee shall be limited to a maximum conversion of one hundred twenty (120) hours during their tenure with the Employer within the Association.

3. Upon termination or death, an employee will be paid in full to the nearest one-half (½) day for all unused vacation.



D. Vacation Pay Advance

An employee going on vacation and desiring to be paid in advance should submit a wage assignment to the City Comptroller. Pay advances should not exceed amounts for which departmental payrolls have been prepared or are in process less any prior obligations.

E. Supplemental Vacation Leave

1. At his/her discretion, the City Manager may authorize supplemental vacation leave for employees in the executive level group (see designated classifications in Appendix A).
2. Supplemental vacation leave is leave granted in addition to the vacation an employee regularly earns as a result of length of service. For any individual, the total vacation credits in a given year, including regular vacation leave and supplemental vacation leave, is limited to a maximum of twenty-seven (27) days per calendar year. Supplemental vacation leave is to be used only when all regular vacation leave has been exhausted.
3. Requests for supplemental vacation leave must be submitted in writing to the City Manager and should include both the length and scheduling of regular vacation leave and the dates for which supplemental vacation leave is being requested.
4. The City Manager will notify the City Comptroller and the Director of Human Resources of supplemental vacation leave which is authorized. Supplemental vacation leave may be taken following notification to the City Comptroller by the City Manager.
5. Supplemental vacation leave which is unused expires at the end of the calendar year for which it was authorized and cannot be extended.
6. At employment termination, an individual is not compensated for supplemental vacation leave.

F. Advanced Placement – Vacation Schedule

The City Manager may provide advanced placement in the vacation schedule for newly hired employees in the Association notwithstanding the provisions of the Article.

**ARTICLE 16. HOLIDAYS**

- A. Holiday pay is compensation for time during which work would normally be performed, said work having been suspended by reason of a general holiday.

The following are general paid holidays:

January 1	July 4	Day after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Eve
Presidents' Day	Veterans' Day	Christmas
Memorial Day	Thanksgiving Day	

1. The above holidays are celebrated on the same dates as observed by the United States government.
2. Whenever one of the above holidays falls on a Saturday, the immediately preceding Friday will be considered as the holiday.
3. Whenever one of the above holidays falls on a Sunday, the immediately following Monday will be considered as the holiday.
4. When Christmas falls on a Saturday, the Christmas Eve holiday will be the immediately preceding Thursday. When Christmas falls on Monday, the Christmas Eve holiday will be considered as the immediately preceding Friday.
5. Employees will be credited with the number of hours in their normal work shift for each of the above holidays.
6. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled work day immediately preceding and immediately following any general paid holiday.
7. An employee on a formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.

B. Method of Compensation for Holiday Work

1. Employees eligible for overtime pay as provided in the overtime provisions of Article 13 who are required to work on a general paid holiday will be paid at one and one-half (1½) times their hourly rates for such hours worked. This is in addition to the number of work hours credited as provided in Article 16, paragraph B.5 above.
2. If any of the above holidays falls on an employee's regular day off, the employee will be credited with the number of work hours for such day, as provided in Article 16, paragraph B.5 above. In such cases, the unworked holiday hours will not be included as hours worked for the purpose of computing overtime.
3. General paid holidays are not to be charged as vacation or sick leave.
4. Employees absent unexcused on a general paid holiday on which they are scheduled to work will receive no pay for that day.

**ARTICLE 17. SICK LEAVE**

A. Definitions

1. **Immediate family** is defined as the following: spouse, child, parents, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or four grandparents-in-law of the employee.
2. **Service** is defined as any period of time for which an employee receives wages (excluding income maintenance payments).

3. **Supplemental Employment** is defined as a compensated off-duty job including self employment which may provide sick leave benefits, health and accident insurance, workers' compensation, or any combination thereof.

B. Regular Use

The regular use of sick leave entitles an employee to use his/her accumulated sick leave for any absence necessitated by his/her personal illness or by off-duty injury not incurred in supplemental employment upon approval by his/her department or division director.

C. Sick Leave Accumulation

1. An employee accumulates one (1) day of sick leave for each calendar month of service in which he/she is paid twelve (12) or more complete days.
2. Unused sick leave days shall accumulate from year to year to an unlimited amount.

D. Recording Use of Sick Leave

Sick leave shall be charged to the nearest one-half (½) hour. Effective August 20, 2002, the language which stated that "sick leave shall not be charged when an employee is required to be absent less than two (2) hours in order to keep a doctor or dentist appointment" shall not apply.

E. Other Uses

1. An employee is entitled to take up to two (2) days bereavement leave (paid leave without charge to sick leave) upon the death of any member of his/her immediate family. For the purpose of this provision only, immediate family includes son-in-law and daughter-in-law.
2. An employee shall be entitled to use up to three (3) days per occurrence of his/her accumulated paid sick leave for any absence necessitated by illness for an employee's minor child, his/her spouse, and/or his/her parent. Such use shall be limited to three (3) occurrences per calendar year.
3. An employee is entitled to use up to three (3) days of his/her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness requiring emergency medical treatment, or death of any member of his/her immediate family upon application approved by his/her department or division director. Extension of time will be permitted in exceptional circumstances upon application approved by the City Manager.
4. An employee is entitled to use his/her accumulated paid sick leave in lieu of vacation for illness or injury while on vacation upon application approved by his/her department or division director. Such use is subject to substantiation as hereinafter provided.

F. Excluded Uses

Paid sick leave will not be authorized for the following:

1. Personal injury incurred in supplemental employment.
2. If an employee is found to have performed any work while on sick leave. The term "any work" does not include such work activity in and around the home of the employee that is not detrimental to the illness or injury causing the absence as determined by the City's physician.

G. Substantiation

An employee will be required to substantiate the use of sick leave by such reasonable means as his/her department or division director may require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave will be grounds for disciplinary action up to and including discharge.

H. Physical Examination

An employee on authorized absence for more than ten (10) working days due to illness or for any period due to injury shall return to duty only after an examination and release for work by the City's physician.

I. Unpaid Sick Leave

Upon the advice and recommendation of the City's physician, the City Manager shall grant unpaid sick leave for up to one (1) year upon application for any employee whose paid sick leave is exhausted. Any extension of such leave will be subject to the Civil Service Board rules.

J. Pay for Unused Sick Leave

Unused accumulated sick leave will be paid to employees who resign or retire with ten (10) years or more of continuous service. For retiring employees, the sick leave pay-off schedule is as follows:

1. 1 through 90 days at the rate of \$1 per day x the employee's years of continuous service
2. 91 through 180 days at the rate of \$2 per day x the employee's years of continuous service.
3. 181+ days at the rate of \$3 per day x the employee's years of continuous service.

Employees who resign are paid at one-half (½) the rates listed above.

K. Conversion of Unused Sick Leave to Pension Credited Service

As an alternative to the tiered \$1, \$2, and \$3 per day payment for unused sick leave (provided under Section J above), an employee may elect to convert unused sick leave to up to one (1) year of credited service under the City of Grand Rapids General Retirement System as provided herein. An employee shall not be paid for any remaining hours of sick leave under Section J above after converting to the maximum of one (1) year of credited service.

Employees who participate in the City of Grand Rapids General Retirement System who retire or separate with a deferred retirement with ten (10) or more years of continuous

service may elect to receive pension service credit for unused sick leave. Two Thousand Eighty (2,080) hours of sick leave shall be required to achieve one (1) year of pension service credit. Lesser amounts shall be converted on a pro-rated basis as determined by the Retirement Systems office. Any such additional credited service received upon conversion of unused sick leave upon retirement or separation with a deferred retirement under these provisions shall be used solely for the purpose of computing the member's life allowance and shall be subject to the percentage caps of Article 22, Section B.

L. Notification

An employee who expects to be absent on sick leave must notify his/her department prior to the start of his/her scheduled shift as promptly as practical depending on the circumstances. Failure to do so may result in denial of his/her claim for paid sick leave. The employee will report his/her status every third working day of absence unless hospitalized.

**ARTICLE 18. PERSONAL LEAVE**

In an effort to take further steps to place increased value on rewarding the employees who use their sick leave time judiciously and who minimize their time away from work (i.e. attending doctor appointments), the personal leave concept creates an incentive for the employees.

A. Eligibility Requirements

1. Must be a permanent employee with five (5) years or more of service
2. Must maintain the following minimum bank of sick leave hours:
  - a. 360 hours for a 5 – 9 year employee
  - b. 720 hours for a 10+ year employee

The Human Resources Department will review the employees' sick leave banks each December 31<sup>st</sup> to determine their eligibility.

3. If an employee is determined to be eligible, he/she can convert up to forty (40) hours (five [5] days) of sick leave annually into personal leave time.

B. Personal leave time will be taken in a minimum increment of one (1) hour.

C. Personal leave time can be used for unforeseen circumstances of a personal nature that are not otherwise covered under the labor contract.

D. Personal leave time will be deducted directly from the sick leave bank.

E. The use of personal leave time is subject to the supervisor's approval and the needs of service.

F. Personal leave time does not require substantiation.

## **ARTICLE 19. OTHER AUTHORIZED LEAVE**

### **A. Jury Leave**

Employees will receive a leave of absence with pay for work time lost when called to serve on jury duty. Employees will be paid at their regular rate for all work time lost up to forty (40) hours per week. In order to receive their regular pay, employees must assign to the Employer all remuneration received except mileage and meal allowances for jury duty during the same period.

### **B. Military Leave**

1. Employees who are members of any branch of the armed services reserve and who have completed their entrance probationary period are eligible for a maximum of two (2) weeks military leave of absence with full pay in any one calendar year.
2. Employees who have not completed their entrance probationary period and seasonal employees will be eligible for military leave of absence, but without pay.

### **C. Leave of Absence**

1. Employees who have completed their entrance probationary period may be granted leave without pay by the City Manager for a period not to exceed one year unless an extension is approved by the Civil Service Board.
  - a. Such leaves will be granted for sickness, disability, military training, or other good and sufficient reasons.
  - b. Employees may also be granted such leave to take an appointive position in the unclassified service.
2. Refer to the City of Grand Rapids Civil Service Board Rule 501.0-Leave without Pay for additional information.

## **ARTICLE 20. PROFESSIONAL DEVELOPMENT**

### **A. Educational Policy - Tuition Reimbursement**

1. Employees covered by this contract are eligible for reimbursement for a maximum of six (6) educational training courses for academic credit per fiscal year. Advance approval must be obtained from the Director of Human Resources before the desired course(s) is taken in order for employees to be reimbursed for tuition costs. Reimbursement is made following the satisfactory completion of the course(s).
  - a. Employees must hold a permanent full time appointment and have passed the entrance probationary period in order to be eligible to participate in the Employer's educational program.
  - b. Employees leaving the employ of the Employer for any reason while participating in the program forfeit all rights to reimbursement for tuition costs.

- c. Budgetary constraints may limit the amount of funds available for educational purposes.

B. Training and Support Programs

1. Training

Training programs are available to employees through the Human Resources Department. Training programs are developed to increase employee skills and effectiveness to meet on-the-job requirements.

The Human Resources Department staff are available to provide assistance in identifying training needs and coordinating and conducting training programs.

2. Support Programs

Counseling services to help identify the causes of deteriorating job performance are available to employees through the Human Resources Department. Employees are referred to outside agencies for assistance in problem resolution as appropriate.

3. Conferences

Depending on the departmental service program, employees may be selected to attend conferences or other functions that contribute to their professional development. A department director may request in his/her budget a professional development allocation to be used at his/her discretion for professional development purposes. The requested allocation may be expended for any professional development purpose unless otherwise restricted by the City Manager, as in the case of travel bans or freezes.

**ARTICLE 21. SEVERANCE PAY PACKAGE**

In the event an employee covered by the provisions of this Agreement is involuntarily terminated, laid off, or separated from the service for reasons other than an age and service retirement, the City Manager may provide a severance package for the employee. To be eligible for the severance package, the employee is required to execute a severance agreement relinquishing claim to all future re-employment rights and a waiver of all claims against the Employer. With the execution of such an agreement, the City Manager, after consultation with the Mayor and the chairperson of the Fiscal Committee, may provide a severance package with a value not to exceed the total compensation the employee would have earned in six (6) months. Alternately, at the City Manager's discretion, he/she is authorized to provide a benefit package not to exceed three (3) months of total compensation for those employees separating from the service in a manner provided for in this subsection. The City Manager is authorized to negotiate the terms of the severance agreement within the limitations provided for in this paragraph and to execute the severance agreement on behalf of the City.

**ARTICLE 22. PENSION**

- A. Employees covered by this Agreement are provided a pension under the City of Grand Rapids General Retirement System. Such plan came into effect October 1, 1939. The

pension plan as amended herein shall be continued for the life of this Agreement subject to the following paragraph:

Amendments to the pension plan may be made and approved by the City Commission only to the extent that such amendments do not modify or diminish in any way and are not in conflict with the benefit levels or retirement options contained in the pension plan as of December 31, 2002, as modified by any provisions set forth hereafter in this Article. The Association will be notified of any proposed City Commission amendment(s) at least thirty (30) days prior to the submission to the City Commission, and the parties shall meet and confer regarding such amendment(s) upon request from the Association.

- B. Effective January 1, 1997, the benefits payable under the City of Grand Rapids General Retirement System is based on the factoring of years of service x average final wage x 2.5% to arrive at the pension amount. A covered employee is required to make a 3.28% of wage contribution toward his/her pension. An employee's contribution into the pension system shall terminate after 39 years of service.

Effective January 1, 2003, the pension multiplier factor will increase from 2.5% to 2.6%. Effective January 1, 2005, the pension multiplier factor will increase from 2.6% to 2.7%. There will be a 97.5% cap for employees hired prior to January 1, 2005, and a cap of 94.5% for employees hired on or after January 1, 2005.

Effective January 1, 2005, the employee pension contribution rate will increase by .71% to make the contribution rate 3.99%.

- C. Employees can purchase up to two (2) years of credited service at the full contribution costs (constituting both the employee and employer costs) based on the actuarially determined formulated cost at the time of purchase.
- D. If an employee is otherwise eligible for a pension benefit but dies prior to retiring, the designated beneficiary will receive a benefit not actuarially reduced based on the deceased employee's age at the time of his/her death.
- E. Additional information regarding eligibility may be obtained from the "The Grand Rapids General City Employee Pension Plan Booklet." The complete Plan is in the Pension Ordinance of the City. Copies of the ordinance are obtainable from the City Clerk. Questions related to the Pension System should be referred to the Pension Office.

F. Thirteenth Check Pension Supplement

A supplement to a general pension benefit currently received by retirees under the City of Grand Rapids General Retirement System may occur annually in the form of a thirteenth pension check during the month of January. The issuance of said check will depend upon the availability of an accumulation of fifty percent (50%) of the actuarially determined net annual book value investment returns in excess of eight percent (8%) from Benefit Reserve Funds. The amount available for distribution in any given year will be the average of the last five (5) years' accumulation. This supplement remains in effect for employees who retired prior to October 21, 2008.



A one percent (1%) non-compounding pension escalator after four (4) years of retirement shall be applied to all employees who retire on or after October 21, 2008, and the 13<sup>th</sup> check will be eliminated for all employees who retire on or after October 21, 2008. However, those retirees would be considered as eligible retirees for purposes of determining how the 13<sup>th</sup> check is calculated and distributed.

G. Officers' Option

In lieu of the benefits under the General Pension System, executive level group employees may participate in the 401(a) Plan with the International City Management Association (ICMA) Retirement Corporation Deferred Compensation Plan. The 401(a) Plan is a "money purchase" plan that requires a 6% of salary contribution from the employee and a 14% contribution from the Employer. Benefits are based on the accumulated cash value of the combined contributions as determined by investments made on behalf of the employee by ICMA.

- H. Employees under this agreement retiring after January 1, 1990, who receive a monthly benefit as a result of having retired after that date and who receive a Medicare benefit under federal law as a result of having reached age 65 and their eligible beneficiaries as determined by the Joint Committee over the Medicare Supplement Trust Fund are entitled to receive a pro-rated supplement amount from the Association's funds in the Medicare Supplement Trust Fund as determined by the Association's representative(s) on the Medical Supplement Trust Fund Joint Committee. The sole purpose of such fund disbursement shall be to supplement and help reduce the cost of the premium for the health insurance cost to the eligible retired employee.

The Employer shall contribute .5% of the annual salary rate (including longevity pay) in quarterly payments to the trust fund for those employees covered by the General Retirement System or the Officer's Option and who will be eligible for Medicare coverage after retirement.

The above language is subject to the provisions of Chapter 7-Pension and Retirement Benefits, Article 7-Medicare Supplement Trust Fund, Section 1.323 of the City Code.

## **ARTICLE 23. DEFERRED COMPENSATION**

All employees at their option may participate in the International City Management Association (ICMA) Retirement Corporation 457 Deferred Compensation Plan in addition to participation in either the General Retirement System or the 401(a) Plan as outlined in Article 22 above.

## **ARTICLE 24. INSURANCE**

A. Health Care Plan

1. The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental, and optical expenses for active City employees and their eligible dependents. Active City employees and their eligible dependents participate in this group health care plan. A summary of the coverage available through the City's group health care plan is contained in the Plan Booklet. The specific terms and conditions governing the group insurance program are set forth in detail in the Plan Document created by the City as the same may be changed from time to time. Effective July 1, 1999,

the Unified Health Care Plan was administered by Blue Cross Blue Shield. Effective April 1, 2004, the Health Care Plan was administered by BenefitSource Inc. The Employer maintains the right to name the administrative agent, provided that there will be no changes in the present negotiated benefit levels of the Health Care Plan during the life of this agreement.

2. Effective pay period starting November 30, 2008, the following benefits and co-payments became effective:
  - a. Doctor's office visit: \$20 co-pay
  - b. Chiropractic services: \$20 co-pay (co-pay applies to all consultations and subsequent adjustments and treatments)
  - c. Behavioral health office visits: \$20 co-pay
  - d. Over-the-Counter Drug Option: Employees are required to receive an over-the-counter drug equivalent for drugs in the over-the-counter program for the first prescription. If the over-the-counter prescription is determined to be ineffective by the prescribing physician and the physician prescribes the brand name or generic drug as "dispense as written", the coverage will provide the drug with the appropriate deductible.
  - e. Proton Pump Inhibitor Drugs: An annual cap of \$600 on payments by the City of Grand Rapids for Proton Pump Inhibitor (PPI) drugs prescribed as either brand name or generic equivalents. The over-the-counter (OTC) program shall remain in effect and no employee co-payments shall be required for the OTC proton pump inhibitor drugs dispensed under that program. However, if the annual \$600 cap on proton pump inhibitor drugs dispensed in a manner other than under the OTC program is reached, the applicable co-pay shall thereafter be doubled (i.e., the \$20.00 co-pay for the brand shall be increased to \$40.00 and the \$10.00 co-pay for generic shall be increased to \$20.00) during the remaining annual period. The City shall continue to pay its portion of the cost for the PPI drug prescription less the increased co-pay by the employee.
  - f. Dependent Coverage: Employees' dependent coverage would be provided until the end of the year of their 19<sup>th</sup> birthday unless the dependent is a full-time student whose coverage would be provided through the end of the year of either their 23<sup>rd</sup> or 24<sup>th</sup> birthday at the employee's option due to tax consequences in the calendar year in which a full-time student reaches twenty-four (24) years of age.
  - g. Health Care Spousal coverage: An employee's dependent coverage shall require that if a working spouse has health care coverage through his/her employer, coverage provided by his/her employer would be primary while the City's plan would be secondary.
3. Active employees shall be eligible to participate in the Health Care Plan effective no later than the first of the month following one (1) month of employment.
4. Employees shall share in the cost of their health care coverage by paying a health care premium contribution each bi-weekly pay period on a pre-tax basis. The employee health care premium contribution payment is 10% of the City's actuarially estimated annual health care cost as applied without regard to the category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents) on a pre-tax basis. The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and pre-65 retirees. In the fall of each year, the City receives an

actuarial report that contains two separate calculations: the first is a calculation of the estimated cost to provide health care coverage to its active employees, pre-65 retirees, and their eligible dependents for the upcoming year, and the second is a calculation of the estimated cost to provide health care coverage to the retirees 65 and older and their eligible dependents for the upcoming year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1, 2011 of the upcoming year. Employees shall be required to pay 1/26<sup>th</sup> of their percentage portion of the annual health care cost each bi-weekly pay period.

The employee health care premium contribution payment effective November 30, 2008 through June 30, 2009 shall be \$56.08 gross amount each bi-weekly pay period. The employee health care premium contribution payment effective July 1, 2009 through June 30, 2010 shall be \$60.62 gross amount each bi-weekly pay period regardless of the actual calculated amount of the 10% employee health care premium cost. Effective the end of business on June 30, 2010, the actual 10% health care premium contribution payment (as actuarially determined for calendar year 2010) shall be implemented even if a successor agreement is not in effect.

The City and the Association agree to create a joint subcommittee to monitor the costs utilized by the actuary to ensure that only costs appropriately related to the health care plan are included when calculating the city's estimated annual health care costs as those estimates are used to set employee health care premium sharing amounts. These costs will include the direct costs, administrative costs, and the costs of healthy life style and general health education programs.

## B. Retiree Health Insurance

### 1. Retiree Health Savings Account (RHSA) – New Hires

For employees hired on or after October 21, 2008, the City of Grand Rapids shall fund a Retiree Health Savings Account through ongoing contributions during the employee's active employment. Those City contributions are to be matched with mandatory employee contributions. The City and employee contributions are to be made into a tax favored medical savings account sponsored by the City through bi-weekly deposits. The RHSA is currently administered by the Municipal Employees' Retirement System of Michigan (MERS) and has various investment options.

Employee contributions and City contributions to the RHSA shall begin after the employee passes his/her initial six (6) month probationary period, and increased as follows:

- After six (6) months of employment, the City shall contribute \$750 annually and the employee shall contribute \$375 annually;
- After completing one (1) year of employment, the City shall contribute \$1,500 annually and the employee shall contribute \$750 annually;
- After completing two (2) years of employment, the City shall contribute \$1,750 annually and the employee shall contribute \$1,000 annually.

Employees hired on or after October 21, 2008 shall vest in the City's ongoing contributions and any investment interest accrued upon those contributions at the time he/she vests in the General Retirement System (eight [8] years of credited service). Separation from employment prior to becoming vested or achieving

eight (8) years of continuous service shall result in entitlement to the ongoing employee contributions and any accumulated interest accrued upon those employee contributions. Upon eligible separation from employment or retirement, the medical savings account shall become available to pay post employment medical expenses including retiree health care insurance premiums.

2. Retiree Health Savings Account (RHSA) – Mandatory Conversion for Employees with Less Than 8 Years of Credited Service

Employees hired before October 21, 2008 who are not vested in the General Retirement System with at least eight (8) years of credited service as of December 31, 2008 shall be mandatorily converted to a Retiree Health Care Savings Account (RHSA). The City shall make an initial contribution to the account which is calculated as follows:

The greater of

- The actuarially determined present value of the accrued benefits under the City's prior retiree health care system which provided benefits between the ages of sixty-two (62) and sixty-four (64) inclusive for those retirees who had vested in the General Retirement System multiplied by ninety percent (90%). That amount is then multiplied by a percentage determined by reducing 100% by one-half of one percent (.5%) for each month the employee is below age sixty-two (62);

Or,

- The actuarially determined present value of the accrued benefits under the City's prior retiree health care system which provided benefits between the ages of sixty-two (62) and sixty-four (64) inclusive for those retirees who had vested in the General Retirement System multiplied by ninety percent (90%). That amount is then multiplied by a percentage determined by dividing the number of months of credited service as of October 21, 2008 by three hundred and sixty (360) months.

Additionally, the City of Grand Rapids shall fund a Retiree Health Savings Account through ongoing contributions during the employee's active employment. Those City contributions are to be matched with mandatory employee contributions. The City and employee contributions are to be made into a tax favored medical savings account sponsored by the City through bi-weekly deposits. The RHSA is currently administered by the Municipal Employees' Retirement System of Michigan (MERS) and has various investment options.

During the period from October 21, 2008 through April 21, 2009 the employee contribution (normally \$1,000 annually) shall be waived and the City contribution shall be \$1,750 annually. During the period from April 22, 2009 through December 31, 2009, the employee contribution (normally \$1,000 annually) shall be \$500 annually and the City contribution shall be \$1,750 annually. Beginning January 1, 2010 the employee contribution shall be \$1,000 annually and the City contribution shall be \$1,750 annually.

Employees who are mandatorily converted to a RHSA shall vest in the City initial contribution, the City's ongoing contributions and any accumulated interest accrued upon those contributions at the time he/she is mandatorily converted.

3. City of Grand Rapids Sponsored Group Health Care Plan

The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental, and optical expenses for retired City employees and their eligible dependents. A summary of the coverage available through the City's group health care plan is contained in the Summary Plan Document as it may be updated by the City from time to time. Employees hired before October 21, 2008 who are vested in the General Retirement System (with at least eight [8] years of credited service) as of December 31, 2008 shall be entitled to participate in the City sponsored group health care plan upon retirement as outlined below. The benefit levels, co-payments, deductibles, and plan design which apply to active employees, as they may be changed from time to time, shall apply to such retirees. Those employees who retire on or after October 21, 2008 shall also be required to pay the applicable premium sharing amounts applied to active employees.

The City sponsored group health care plan shall be provided for the retiree and his/her dependents, including spouse, for those years of age of the retiree between age fifty-five (55) and sixty-four (64) inclusive, provided the retiree has eight (8) or more years of credited service for pension purposes and begins to receive a pension allowance upon separation from employment.

Employees covered by the City sponsored group health care plan as retirees shall earn that benefit over his/her thirty (30) years of employment with the City as follows:

Thirty (30) Year Accrual (at .27778% per month) Vesting at 96 Complete Months of Credited Service

96 months	26.67%
108 months	30.00%
120 months	33.33%
132 months	36.67%
144 months	40.00%
156 months	43.33%
168 months	46.67%
180 months	50.00%
192 months	53.33%
204 months	56.67%
216 months	60.00%
228 months	63.33%
240 months	66.67%
252 months	70.00%
264 months	73.33%
276 months	76.76%
288 months	80.00%
300 months	83.33%
312 months	86.67%
324 months	90.00%
336 months	93.33%
348 months	96.67%
360 months	100%

Those employees who are covered by the City sponsored group health care plan as retirees and who retire on or before June 30, 2010 shall earn that benefit over his/her twenty-five (25) years of employment with the City as follows:

Twenty-Five (25) Year Accrual (at .33333% per month) Vesting at 96 Complete Months of Credited Service

96 months	32.0%
108 months	36.0%
120 months	40.0%
132 months	44.0%
144 months	48.0%
156 months	52.0%
168 months	56.0%
180 months	60.0%
192 months	64.0%
204 months	68.0%
216 months	72.0%
228 months	76.0%
240 months	80.0%
252 months	84.0%
264 months	88.0%
276 months	92.0%
288 months	96.0%
300 months	100.0%

The earned percentages listed above apply to the City's portion of the earned benefit and do not reflect the retiree premium sharing percentage which may be applicable. In the case of an employee retiring with at least eight (8) years of credited service and at least age sixty-two (62) under the General Retirement System, those employees shall be considered to have earned one hundred percent (100%). Likewise, if an employee is disabled and retired pursuant to the disability provisions of the applicable pension ordinance, he/she shall be considered to have earned one hundred percent (100%).

In the event the retiree dies after retirement between age fifty-five (55) and sixty-four (64) inclusive, the spouse and/or dependents, if any, shall continue to be provided coverage under the City sponsored group health care plan at the earned rate until such time as the retiree would have reached age sixty-five (65). The spouse and/or dependents are defined and understood to be those persons who are the spouse and/or dependents of the retiree as defined in the Summary Plan Document at the time the officer or employee retires. If the surviving spouse should remarry, or become covered under the health care benefits of another employer, coverage entitlement under the City sponsored health care plan shall end.

Active employees who retire on or before March 31, 2010 shall not be required to pay the premium sharing contribution for the pre-65 retiree health insurance plan.

4. Voluntary Conversion to a Retiree Health Savings Account

Employees who are eligible to be provided coverage under the City sponsored group health care plan upon retirement (as provided in subsection 3. above) may elect to voluntarily convert to a Retiree Health Savings Account (RHSA). Such election must be exercised on or before September 11, 2009. If the employee

elects to voluntarily convert to an RHSA, the City shall make an initial contribution to a tax favored medical savings account sponsored by the City as follows:

The greater of

- The actuarially determined present value of the accrued benefits under the City's prior retiree health care system which provided benefits between the ages of sixty-two (62) and sixty-four (64) inclusive multiplied by ninety percent (90%). That amount is then multiplied by a percentage determined by reducing 100% by one-half of one percent (.5%) for each month the employee is below age sixty-two (62).

Or,

- Five percent (5%) of the actuarially determined present value of the accrued benefits under the City's prior retiree health care system which provided benefits between the ages of sixty-two (62) and sixty-four (64) inclusive.

Ongoing contributions for employees who are eligible to be provided coverage under the City sponsored group health care plan upon retirement (as provided in subsection 3 above) and who elect to voluntarily convert to a Retiree Health Savings Account (RHSA) shall be \$1,000 annually by the employee and \$1,750 annually by the City. Employees who voluntarily convert to a RHSA shall vest in the City's initial contribution, the City's ongoing contributions, and any accumulated interest accrued upon those contributions at the time he/she is voluntarily converted.

5. Deferred Retirement

Employees who separate from employment with the City, on or after October 21, 2008, and who at the time of leaving City employment do not begin receiving a retirement benefit payment from his/her applicable defined benefit retirement plan (either from the General Pension System or a 401A plan) are not eligible to continue to participate in the City sponsored group health care plan except as provided under COBRA, and are not eligible for any City contribution towards retiree health care costs. Deferred retirees who do not begin withdrawing from his/her individual account may not reenter the City health care plan at a later date.

6. Service and Disability Retirees

Employees who retire as service retirees or disability retirees are eligible to continue to participate in the City of Grand Rapids group health care plan, as the same may be changed from time to time, until they reach age 65. Eligible service or disability retirees who decline to participate in the City's health care plan shall not be eligible to re-enter the City's health care plan at a later date. A service retiree is an individual who immediately upon leaving active City employment is eligible for and begins receiving a retirement allowance for Age and Service Retirement (Section 1.203), Early Retirement (Section 1.208), or Special Early Retirement (Section 1.209), but does not include an individual receiving a retirement allowance for a Deferred Retirement (Section 1,209.3). A service retiree also includes an individual enrolled in the Officers' Option Plan (Section 1.283) who at the time of leaving city employment begins receiving payments from that 401(1) plan. A disability retiree is an individual who

immediately upon leaving active city employment is eligible for and begins receiving a retirement allowance for Non-Duty Disability Retirement (Section 1.209.1) or Duty Disability Retirement (Section 1.209.3).

7. In the event the retiree dies after retirement between the ages of fifty-five (55) and sixty-four (64) inclusive, the dependents, if any, will continue to have hospitalization insurance premium paid by the Employer until such time as the retiree would have reached age sixty-five (65). Dependents are defined and understood to be those persons who are dependents of the retiree, as defined in the insurance program at the time of retirement.
8. If a member who retires after January 1, 1997 dies before attaining age sixty-five (65), the Employer shall provide insurance coverage at its cost, for the member's dependents until such time as the member would have reached sixty-five (65) years of age. In addition, such coverage will also be provided if an active employee had reached twenty (20) years of service at the time of his/her death.
9. The minimum age qualification for coverage under this benefit is reduced to age fifty (50) if the retiree is retiring with thirty (30) or more years of service with the Employer. The minimum age qualification for coverage under this benefit is waived if the employee is disabled and retired pursuant to the disability provisions of the pension ordinance.
10. The current age for Medicare coverage eligibility is sixty-five (65). The parties agree upon request of the other party to reopen this agreement to negotiate changes to this provision in the event that the Medicare eligibility age is modified or if any replacement national retiree health care coverage is adopted.

#### C. Death Benefit Payment Plan

1. The Death Benefit Payment Plan provides a cash payment to the beneficiary/beneficiaries of any employee whose death does not result from an injury arising out of and in the course of his/her employment with the Employer. Said benefit shall be payable to the beneficiary/beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" form which shall be provided by the Employer and shall be kept on file in the Human Resources office. Employees shall have the right to change the beneficiary/ beneficiaries at any time during their employment with the Employer by executing a "Change of Beneficiary" form as provided by the Employer. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee.

All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by the Employer, except that any employee who is granted a leave of absence for reasons covered under the Family Leave Act, will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.



The amount payable under the Death Benefit Payment Plan shall be \$50,000.

2. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with the Employer and the amount of benefits which would be payable under the Workers Compensation Act would amount to less than the death benefit, the Employer shall make a lump sum cash payment equal to the difference between the amount of the death benefit and the total Workers Compensation benefits, to the employee's beneficiary/beneficiaries designated on the "Designation of Beneficiary" form provided by the Employer, or in the absence of execution of said form, to the administrator or executor of the employee's estate.

For the purpose of determining the lump sum cash payment payable under the provisions of this section, the Employer shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Workers' Compensation benefits" shall be computed to include:

- a. The total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable;
- b. Medical expenses payable;
- c. Burial expenses payable; and,
- d. disability payments which have been paid or have become due for injury which is the proximate cause of death.

Provisions of this section C2 shall not be affected in any way by an election by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workers' Compensation Act.

3. No benefits shall be payable under this section unless written application for such benefits is filed with the Employer by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
4. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under subsection "1" hereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Workers' Compensation Act against the Employer, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to the Employer the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of the death benefit.
5. In the event that an employee dies within two (2) years after coverage is extended to the employee under section C above, and it is determined that the

employee's death was due to suicide, no benefits shall be payable to any party or parties under this section.

6. No determination, presumption, or finding made by the Employer in the application of any of the provisions of section C above shall be binding upon the Employer in any proceeding of the Workers Compensation Act nor shall the same be an admission of liability under said Act.
7. No action at law or inequity shall be brought by any person or persons to recover under any provisions of this section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with the Employer pursuant to subsection "3".

D. Health Insurance Opt-Out Program

1. Association employees who are eligible for health insurance provided by another health insurance carrier and can provide proof of such coverage may elect to opt out of the Employer's insurance coverage.
2. Participating employees will receive 50% of the amount of the active employee health care cost minus the employee health care cost contribution at the time the employee opts out of the City's plan (i.e. the current composite rate is \$13,035.60 for 12 months in 2008 and the employee health care cost percentage is 10%, the opt out amount would be calculated as follows:  $\$13,035.60 \div 12 = \$1,086.30$  minus 10% premium sharing of \$108.63 =  $\$977.67 \times 50\% = \$488.84$  per month for a total of \$5,866.02 for the year). This amount will be used for any City authorized deferred compensation programs (ICMA 457 Plan).
3. This election shall take place annually. Emergency opt in shall be provided if the employee loses his/her eligibility for the alternate coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the Employer's insurance coverage.
4. Every individual employed by the Employer must be covered by health insurance.
5. The effective date for this opt-out program is January 1, 2005, with annual enrollment being done in December of every year.

**ARTICLE 25. INCOME MAINTENANCE PLAN**

- A. The Income Maintenance Plan provides permanent Association employees with an income allowance equal to 75% of their regularly assigned salary for a period of one (1) full year in the event of an illness or disability which prevents the employee from being at his/her regular employment with the Employer.
- B. The Income Maintenance Allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick leave and vacation benefits. Employees shall remain on the Employer's payroll and continue to have insurance premiums and retirement plans funded by the Employer in the manner outlined in Articles 22, 23, and 24 above. Employees shall not accrue vacation or sick leave credits.

- C. In the event the employee receives monies as a result of Workers' Compensation Law payments or as a result of payments made pursuant to the provisions of the Michigan No Fault Automobile Insurance Law, the income allowance will be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned salary during the period of illness or disability.
- D. All decisions relative to the degree of illness or disability of any employee, and whether or not the employee should or should not be at work will be made by the City's Physician, subject to appellate review by the City Manager. A decision made by the City Manager will be final and not subject to further review.
- E. An employee who returns to work after being absent on the income maintenance plan for more than six (6) months shall be ineligible to request implementation of the plan for the next six (6) months following his/her return.

#### **ARTICLE 26. SHIFT PREFERENCE**

- A. Where applicable, an employee may request the reason why he/she was denied his/her preferred shift assignment. Upon the employee's request, a meeting shall be held with the supervisor, Labor Relations, the employee, and hi/her Association representative.
- B. Whenever possible, the Employer shall provide reasonable advance notice of at least 48 hours to an employee whose work schedule must be changed due to needs of service reasons. If a concern from an affected employee arises about the frequency of such changes, the Association may request a Special Conference according to Article 30 to discuss the concerns.

#### **ARTICLE 27. SENIORITY**

- A. Member List: The Employer shall maintain a current list of all employees covered by this Agreement. The Chairperson of the Association shall be provided with an updated list during the first quarter of the fiscal year.
- B. Original Appointment: All original appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the City Manager may rescind the appointment of an employee whose performance does not meet the required work standards. Any probationary employee who is so removed shall have no right to appeal such action to the Civil Service Board or Article 5-Grievance Procedure.
- C. Layoff and Recall: Accrual of seniority shall be credited from the date that the employee became a member of the Association or at the time that the employee was hired into a position that is now covered under this Agreement, whichever is greater.
- D. Superseniority
  - 1. In the event of layoff, elected board members of the Association (no more than five [5] as selected by the Association's Board) shall be retained in positions covered by this Agreement, regardless of their seniority, as long as they are able to perform the essential duties required of such positions. If an employee is placed in a position in a lower pay range, their current rate of pay shall be maintained until such time as the pay rate for the position in which they have

been placed increases to the pay rate of the position from which they were displaced.

2. If an elected board member is not retained in a position covered by this Agreement, they will have preference for being called back, regardless of their seniority, in any position covered by this Agreement, provided they are able to perform the essential duties required of such position.

#### **ARTICLE 28. POLITICAL ACTION COMMITTEE (PAC) DEDUCTIONS**

The parties agree to establish a PAC payroll deduction for the Association as long as the administration of the program results in no more than a nominal cost to the Employer. The PAC fund must be in conformance with the law.

#### **ARTICLE 29. WORKERS' COMPENSATION SUPPLEMENTAL BENEFITS**

- A. Workers' Compensation is provided for employees injured on the job.
- B. Supplemental payments totaling the difference between the Workers' Compensation payment and an employee's normal weekly earnings, excluding overtime, will be provided for a period not to exceed twenty-six (26) weeks without charge to sick leave or vacation. The supplement shall be determined in such a manner that insures that an employee's Workers' Compensation and supplement when combined shall not exceed his/her regular allowable take home pay.
- C. Employees who receive sick leave compensation and who are subsequently awarded Workers' Compensation payments for the same period of time must reimburse the Employer for such amounts received as sick leave compensation. Reimbursement can be carried out through:
  1. Offsetting of the workers' compensation award received by the employee;
  2. Deductions from the employee's regular wages (over a period of time and at such amounts that are mutually acceptable between the employer and the employee); or
  3. A lump sum payment from the employee to the employer if approved by the employee.

Upon completion of full reimbursement, the employee's sick leave account will be credited with the equivalent number of days of sick leave. The repayment shall be at the after-tax value of the sick leave.

#### **ARTICLE 30. INDEMNIFICATION AND DEFENSE FOR ENVIRONMENTAL ACTIVITIES**

- A. The following provisions apply to conduct involving the disposal of Hazardous Material from any Employer site or compliance with any Environmental Law. However, these provisions will only apply to the conduct of an officer or employee who had a reasonable basis for believing that he or she was acting properly and within the scope of his or her authority.
  1. Whenever a claim is made or a civil action is commenced against an officer or employee of the Employer for injuries to persons or property caused by

negligence of the officer or employee while in the course of employment and while acting within the scope of his or her authority, the Employer shall pay for, engage, or furnish the services of an attorney to advise the officer or employee as to the claim and to appear for and represent the officer or employee in the action. The Employer may compromise, settle, and pay the claim before or after the commencement of a civil action. Whenever a judgment for damages is awarded against an officer or employee of the Employer as a result of a civil action for personal injuries or property damage caused by the officer or employee while in the course of employment and while acting within the scope of his or her authority, the Employer shall indemnify the officer or employee or pay, settle, or compromise the judgment.

2. When a criminal action is commenced against an officer or employee of the Employer based upon the conduct of the officer or employee in the course of employment, if the employee or officer had a reasonable basis for believing that he or she was acting properly and within the scope of his or her authority at the time of the alleged conduct, the Employer shall pay for, engage, or furnish the services of an attorney to advise the officer or employee as to the action, and to appear for and represent the officer or employee in the action.
3. Definitions
  - a. The term "Hazardous Material" means any material or substance defined or which becomes defined as a hazardous substance, hazardous material, toxic material or hazardous waste under any Environmental Law; or containing radioactive, flammable, explosive or biological material, the presence of which requires investigation or remediation under any Environmental Law.
  - b. The term "Environmental Law" means any applicable federal, state, or local environmental, health, safety, or sanitation statute, law, regulation, ordinance, judgment, ruling, interpretation and order, or regulatory or administrative authority with respect thereto, including but without limiting the generality of the foregoing, all requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 USC 9601, et. seq.) and the Michigan Environmental Response Act, as amended, (MCLA 299.601 et. seq.).
4. The Employer will provide each employee with legal counsel for acts in the course of his/her employment which give rise to a cause of action under any civil or criminal action. The foregoing shall not apply to any cause of action arising out of (1) ultra vires [unauthorized acts]; (2) gross negligence or willful misconduct; (3) actions taken while under the influence of intoxicating liquor or controlled substances; or (4) workers' compensation claims, grievances, or other claims made against the Employer. The Employer will determine on a case-by-case basis whether or not to provide such counsel.

#### **ARTICLE 31. SPECIAL CONFERENCE**

- A. The Employer and the Association agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the issues to be discussed and the reason(s) for requesting the conference. Discussion shall be limited in scope to the matters set forth in the request. The conference shall not

be used to renegotiate provisions of this Agreement. Special conferences shall be held within fifteen (15) work days of receipt of the request. Each party shall be represented by not more than four (4) persons unless otherwise mutually agreed upon. A written summary of the conference discussion will be prepared by the Employer's representative and provided to the Association following the meeting.

- B. Employee representatives of the Association attending special conferences will be paid for time spent in special conferences, but only for straight time hours they would otherwise have worked on their regular schedule.
- C. Release of Association representatives to attend special conferences shall be arranged by the Labor Relations office.

### **ARTICLE 32. PARKING**

- A. Access to free parking space in designated areas will be provided. Employees working in the government center complex will be provided priority access to parking in the Employer facility located at 300 Monroe NW. In the event this location is closed, temporarily inaccessible, or the daily parking demand is projected to exceed 500 spaces, parking will then be provided for these employees at another lot. Prior notice will be given to the employees under such circumstances.
- B. Beyond the current contractual obligation provided for in Article 27 and the established maintenance of standards practice (24 parking cards), the Police Chief may assign such parking space to one or more members of the bargaining unit indicated below on an interim basis. The parties agree to the following guidelines for assignment of such space:
  - 1. This parking assignment(s) is on a temporary basis only and shall end whenever the Police Chief deems it necessary to do so.
  - 2. The temporary parking assignment(s) is not contractually required under the labor agreement, and such action will not give rise to any future claim of a maintenance of standards practice.
  - 3. If such a temporary parking assignment(s) is made, it will be at the sole discretion of the Police Chief.

### **ARTICLE 33. WORK LIFE POLICY**

The parties agree to arrange for interested representatives to serve on and encourage the important work of the Work Life Strategic Planning Committee.

### **ARTICLE 34. GRANT FUNDED PROGRAM COORDINATORS**

- A. The Program Coordinators for the Learning Center shall become full-time permanent employees and shall carry the classification of Recreation Program Coordinator.
- B. Compensation will consist of one step at Range 3, F Step rate of \$16.75 per hour. Employees will receive wage increases consistent with the unit. The first increase of 3% shall be effective January 1, 2005.

The employees will be non-exempt and eligible for overtime pursuant to Article 13 of the collective bargaining agreement.

- C. Health benefits will continue per the current practice with the continuation of the payment of a stipend of \$6,300 upon the presentation of proof of medical coverage.

The employees will receive vacation pay, sick pay, and holiday pay according to the collective bargaining agreement.

At their option, the employee may elect to participate in the ICMA 457 Deferred Compensation Plan.

- D. Each employee accreted to the unit shall carry a July 1, 2004, seniority date. However, as among themselves, their rank shall refer to their length of service with the City prior to July 1, 2004. All future Recreation Program Coordinators shall be subject to the seniority provisions in Article 27 of this collective bargaining agreement.
- E. If notice of layoff is given to a Recreation Center Supervisor, Recreation Supervisor, Recreation Services Specialist, or Athletic Supervisor, he/she may replace the Recreation Program Coordinator with the least seniority.

#### **ARTICLE 35. MEMORANDUMS OF UNDERSTANDING**

- A. IRS Flexible Benefit Plan (Child Care and Elderly Care Account)

The parties agree to implement an IRS Section 125 Flexible Benefit Plan that allows employees to establish a child care and/or an elderly care account on a pre-tax basis. The parties also agreed to discuss possible inclusion of other benefit deductions which may be legally allowable and feasible (no cost to the Employer) as provided for under the capability of the new computer system.

- B. Health Insurance for Military Activated Employees

The Employer commits to meet with the Association concerning the issue of health insurance for military activated employees during the term of this contract if the matter is addressed as a City-wide policy issue for all bargaining units.

#### **ARTICLE 36. MAINTENANCE OF STANDARDS**

The conditions of employment as they exist at the time this Agreement is signed shall be maintained to the extent not inconsistent with the specific terms of this Agreement. All benefits applicable to the Association members that were contained in the Management Compensation and Fringe Benefits Handbook as of December 31, 1998, have been incorporated into this Agreement.

#### **ARTICLE 37. SUPPLEMENTAL AGREEMENTS**

All supplemental agreements modifying, clarifying, deleting from, or adding to the terms and conditions of employment provided under this Agreement are subject to being reduced to writing and must be signed by the duly authorized representatives of the Association and the Employer.

### **ARTICLE 38. CONTRACT REOPENER**

The Association has the right to open this agreement upon request to engage in collective bargaining negotiations regarding active employee health care benefit levels, retiree health care benefit levels, fringe benefit levels, pension benefits, and wages in the event that the city imposes or negotiates a voluntary settlement with another City bargaining unit regarding these issues that are more favorable than those provided that were provided in the Fact Finder's Recommended Settlement. The reopener would not be applicable if a more favorable benefit is contained in an Act 312 award.

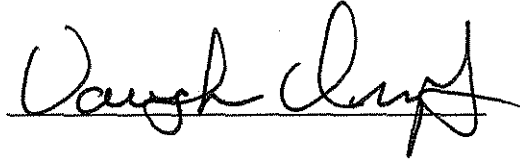
### **ARTICLE 39. DURATION/TERMINATION**

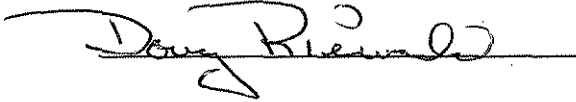
This Agreement shall become effective January 1, 2007, and shall continue in full force and effect through June 30, 2010. The Agreement shall be automatically renewed annually thereafter unless either party gives written notice at least sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire to modify or terminate the Agreement.



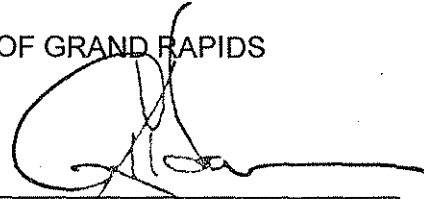
In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives this 10<sup>th</sup> of December, 2009.

ASSOCIATION OF PUBLIC  
ADMINISTRATORS OF GRAND RAPIDS

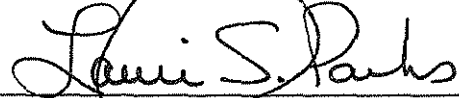




CITY OF GRAND RAPIDS



George K. Heartwell, Mayor



Lauri S. Parks, City Clerk

WITNESSES

AFFIX

Mayor's Signature

SB 12/8/09

Dept. of Law

APPENDIX A

**ASSOCIATION OF PUBLIC ADMINISTRATORS OF GRAND RAPIDS  
CLASSIFICATIONS IN ALPHABETICAL LISTING**

<u>CLASS CODE</u>	<u>TITLE</u>	<u>RANGE</u>
606	Accountant II	12
110	Accounts Payable Supervisor	12
149	Administrative Aide	4
622	Administrative Analyst I	11
621	Administrative Analyst I-Accounting	11
641	Administrative Analyst II	16
600	Administrative Services Officer I	16
626	Administrative Services Officer II	18
642	Administrator: Office of Children, Youth and Families	16
721	Assistant Building Official	14
677	Athletic Supervisor	10
612	Budget Analyst – Specialty Level A	12
632	Budget Analyst – Specialty Level B	14
652	Budget Analyst – Specialty Level C	16
666	Building Inspections Administrator	16
357	Building Maintenance Supervisor I	9
358	Building Maintenance Supervisor II	11
725	Building Official	17
624	Buyer	10
339	Cemetery Supervisor	11
146	Clerk IV (Assessor's)	7
529	Code Compliance Administrator	18
532	Code Compliance Supervisor	14
638	Communications Manager	18
601	Community Services Administrator	13
911	Construction Inspection Supervisor	13
218	Contract Administrator	11
635	Contract Compliance Officer	12
639	Customer Service Administrator	16
556	Debt & Authority Finance Officer	17
618	Deputy City Assessor	18
148	Deputy City Clerk	17
117	Deputy City Treasurer	18
717	Economic Development Coordinator I	14
735	Economic Development Coordinator II	17

APPENDIX A CONTINUED

<u>CLASS CODE</u>	<u>TITLE</u>	<u>RANGE</u>
809	Emergency Management Administrator	15
916	Engineering Design Services Supervisor	13
671	Engineering Services Administrator	16
636	Equal Opportunity Specialist	12
375	Equipment Maintenance Supervisor	12
359	Facilities Maintenance Superintendent	14
672	Facilities Project Engineering Coordinator	18
607	Financial Analyst	12
115	Financial Systems Administrator	17
840	Forensic Services Manager	14
364	Forestry Supervisor	13
559	GIS Manager	18
687	Golf Course Manager	10
731	Home Ownership Advocate	16
640	Housing Development Officer	18
722	Housing Rehabilitation Supervisor	14
645	Human Resources Analyst	12
664	Hydraulic Engineer	17
609	Income Tax Examination Supervisor	14
558	Information Systems Coordinator	15
614	Information Technology Manager	18
602	Internal Auditor I	12
611	Internal Auditor II	14
525	Loan Analyst	12
689	Marketing and Program Specialist	10
737	Minority Women Business Enterprise Developer	14
342	Parking Facility Supervisor	14
341	Parking Meter Operations Supervisor	14
344	Parking Operations Superintendent	16
345	Parking Services Shift Supervisor	10
336	Parks Maintenance Supervisor	11
714	Parks Superintendent	18
114	Payroll Supervisor	12
705	Planning Supervisor	13
650	Project Engineer	15
733	Real Property Manager	16
118	Records Manager	15
712	Recreation Center Supervisor	10
709	Recreation Program Coordinator	3
716	Recreation Services Specialist	16
715	Recreation Superintendent	18

APPENDIX A CONTINUED

<u>CLASS CODE</u>	<u>TITLE</u>	<u>RANGE</u>
688	Recreation Supervisor	10
124	Retirement Services Specialist	13
541	Safety Technician	10
620	Senior Buyer	15
647	Senior Electrical Engineer	15
646	Senior Human Resources Analyst	14
651	Senior Project Engineer	17
367	Signal & Lighting Superintendent	17
365	Signal & Lighting Supervisor	13
334	Special Events Coordinator	10
347	Streets & Sanitation Maintenance Superintendent.	16
370	Streets & Sanitation Supervisor	12
740	Telecommunications Administrator	17
741	Telecommunications Specialist	10
354	Traffic System Engineer	16
631	Training Coordinator	15
355	Utilities Field Operations Supervisor	13
356	Utilities Operations Superintendent	16
633	Utility Financial Officer	17
338	Utility Maintenance Supervisor	12
353	Utility Supervisor	14
676	Wastewater Lab Superintendent	14
497	Wastewater Plant Shift Supervisor	10
351	Wastewater Plant Supervisor	17
352	Wastewater Technical Control Supervisor	14
349	Wastewater/Stormwater Maintenance Superintendent	17
362	Water Distribution Shift Supervisor	10
663	Water Filtration Plant Superintendent	18
361	Water Pumping Plant Superintendent	16

EXECUTIVE LEVEL GROUP CLASSIFICATIONS

669	Assistant City Engineer	22
659	Assistant Environmental Services Manager	20
710	Assistant Planning Director	18
374	Assistant Public Works Director	20
658	Assistant Water System Manager	21
113	Deputy Comptroller	22
738	Minority Business Enterprise Advocate	18

HISTORICAL CLASSIFICATIONS

615	Assistant City Assessor	17
653	Building Inspections Supervisor	13
808	Crime Lab Specialist	14
533	Development Center Administrator	16
376	Equipment Maintenance Superintendent	15
637	Fair Housing Officer	12
528	Housing Inspections Administrator	16
530	Housing Inspections Supervisor	13

APPENDIX A CONTINUED

<u>CLASS</u> <u>CODE</u>	<u>TITLE</u>	<u>RANGE</u>
<u>HISTORICAL CLASSIFICATIONS CONTINUED</u>		
604	Plans Examiner	12
347	Streets & Sanitation Maintenance Superintendent	16
355	Utilities Field Operations Supervisor	13
356	Utilities Operation Superintendent	16
349	Wastewater/Stormwater Maintenance Superintendent	17
676	Wastewater Lab Superintendent	14
660	Wastewater Plant Superintendent	20
361	Water Pumping Plant Superintendent	16

**APPENDIX B**

**ASSOCIATION OF PUBLIC ADMINISTRATORS OF GRAND RAPIDS  
ANNUAL SALARY SCHEDULE  
EFFECTIVE JANUARY 1, 2007**

Salary Range Number	STEPS					
	A	B	C	D	E	F
3						\$17,7701 \$36,962
4	\$17,2709 \$35,924	\$18,1134 \$37,676	\$19,0452 \$39,614	\$19,9772 \$41,552	\$20,9729 \$43,624	\$22,0323 \$45,827
6	\$18,1134 \$37,676	\$19,0452 \$39,614	\$19,9772 \$41,552	\$20,9729 \$43,624	\$22,0323 \$45,827	\$23,1300 \$48,110
7	\$19,0452 \$39,614	\$19,9772 \$41,552	\$20,9729 \$43,624	\$22,0323 \$45,827	\$23,1300 \$48,110	\$24,2790 \$50,500
8	\$19,9772 \$41,552	\$20,9729 \$43,624	\$22,0323 \$45,827	\$23,1300 \$48,110	\$24,2790 \$50,500	\$25,4788 \$52,996
9	\$20,9729 \$43,624	\$22,0323 \$45,827	\$23,1300 \$48,110	\$24,2790 \$50,500	\$25,4788 \$52,996	\$26,7809 \$55,704
10	\$22,0323 \$45,827	\$23,1300 \$48,110	\$24,2790 \$50,500	\$25,4788 \$52,996	\$26,7809 \$55,704	\$28,0956 \$58,439
11	\$23,1300 \$48,110	\$24,2790 \$50,500	\$25,4788 \$52,996	\$26,7809 \$55,704	\$28,0956 \$58,439	\$29,5380 \$61,439
12	\$24,2790 \$50,500	\$25,4788 \$52,996	\$26,7809 \$55,704	\$28,0956 \$58,439	\$29,5380 \$61,439	\$30,9931 \$64,466
13	\$25,4788 \$52,996	\$26,7809 \$55,704	\$28,0956 \$58,439	\$29,5380 \$61,439	\$30,9931 \$64,466	\$32,5378 \$67,679
14	\$26,7809 \$55,704	\$28,0956 \$58,439	\$29,5380 \$61,439	\$30,9931 \$64,466	\$32,5378 \$67,679	\$34,1718 \$71,077

Salary  
Range  
Number

STEPS

	A	B	C	D	E	F
15	\$28.0956 \$58,439	\$29.5380 \$61,439	\$30.9931 \$64,466	\$32.5378 \$67,679	\$34.1718 \$71,077	\$35.8692 \$74,608
16	\$29.5380 \$61,439	\$30.9931 \$64,466	\$32.5378 \$67,679	\$34.1718 \$71,077	\$35.8692 \$74,608	\$37.6695 \$78,352
17	\$30.9931 \$64,466	\$32.5378 \$67,679	\$34.1718 \$71,077	\$35.8692 \$74,608	\$37.6695 \$78,352	\$39.5584 \$82,281
18	\$32.5378 \$67,679	\$34.1718 \$71,077	\$35.8692 \$74,608	\$37.6695 \$78,352	\$39.5584 \$82,281	\$41.5242 \$86,370
19	\$34.1718 \$71,077	\$35.8692 \$74,608	\$37.6695 \$78,352	\$39.5584 \$82,281	\$41.5242 \$86,370	\$43.5922 \$90,672
20	\$35.8692 \$74,608	\$37.6695 \$78,352	\$39.5584 \$82,281	\$41.5242 \$86,370	\$43.5922 \$90,672	\$45.7748 \$95,212
21	\$37.6695 \$78,352	\$39.5584 \$82,281	\$41.5242 \$86,370	\$43.5922 \$90,672	\$45.7748 \$95,212	\$48.0599 \$99,965
22	\$39.5584 \$82,281	\$41.5242 \$86,370	\$43.5922 \$90,672	\$45.7748 \$95,212	\$48.0599 \$99,965	\$50.4598 \$104,956

**APPENDIX C**

**ASSOCIATION OF PUBLIC ADMINISTRATORS OF GRAND RAPIDS  
ANNUAL SALARY SCHEDULE  
EFFECTIVE OCTOBER 21, 2008**

Salary Range Number	S T E P S					
	A	B	C	D	E	F
3	\$16.4385	\$17.3036	\$18.2144	\$19.1251	\$20.0813	\$21.0854
	\$34,192	\$35,992	\$37,886	\$39,780	\$41,769	\$43,858
4	\$17.7027	\$18.5662	\$19.5213	\$20.4766	\$21.4972	\$22.5831
	\$36,822	\$38,618	\$40,604	\$42,591	\$44,714	\$46,973
6	\$18.5662	\$19.5213	\$20.4766	\$21.4972	\$22.5831	\$23.7083
	\$38,618	\$40,604	\$42,591	\$44,714	\$46,973	\$49,313
7	\$19.5213	\$20.4766	\$21.4972	\$22.5831	\$23.7083	\$24.8860
	\$40,604	\$42,591	\$44,714	\$46,973	\$49,313	\$51,763
8	\$20.4766	\$21.4972	\$22.5831	\$23.7083	\$24.8860	\$26.1158
	\$42,591	\$44,714	\$46,973	\$49,313	\$51,763	\$54,321
9	\$21.4972	\$22.5831	\$23.7083	\$24.8860	\$26.1158	\$27.4504
	\$44,714	\$46,973	\$49,313	\$51,763	\$54,321	\$57,097
10	\$22.5831	\$23.7083	\$24.8860	\$26.1158	\$27.4504	\$28.7980
	\$46,973	\$49,313	\$51,763	\$54,321	\$57,097	\$59,900
11	\$23.7083	\$24.8860	\$26.1158	\$27.4504	\$28.7980	\$30.2765
	\$49,313	\$51,763	\$54,321	\$57,097	\$59,900	\$62,975
12	\$24.8860	\$26.1158	\$27.4504	\$28.7980	\$30.2765	\$31.7679
	\$51,763	\$54,321	\$57,097	\$59,900	\$62,975	\$66,077
13	\$26.1158	\$27.4504	\$28.7980	\$30.2765	\$31.7679	\$33.3512
	\$54,321	\$57,097	\$59,900	\$62,975	\$66,077	\$69,371
14	\$27.4504	\$28.7980	\$30.2765	\$31.7679	\$33.3512	\$35.0261
	\$57,097	\$59,900	\$62,975	\$66,077	\$69,371	\$72,854



Salary Range Number	S T E P S					
	A	B	C	D	E	F
15	\$28.7980	\$30.2765	\$31.7679	\$33.3512	\$35.0261	\$36.7659
	\$59,900	\$62,975	\$66,077	\$69,371	\$72,854	\$76,473
16	\$30.2765	\$31.7679	\$33.3512	\$35.0261	\$36.7659	\$38.6112
	\$62,975	\$66,077	\$69,371	\$72,854	\$76,473	\$80,311
17	\$31.7679	\$33.3512	\$35.0261	\$36.7659	\$38.6112	\$40.5474
	\$66,077	\$69,371	\$72,854	\$76,473	\$80,311	\$84,339
18	\$33.3512	\$35.0261	\$36.7659	\$38.6112	\$40.5474	\$42.5623
	\$69,371	\$72,854	\$76,473	\$80,311	\$84,339	\$88,530
19	\$35.0261	\$36.7659	\$38.6112	\$40.5474	\$42.5623	\$44.6820
	\$72,854	\$76,473	\$80,311	\$84,339	\$88,530	\$92,939
20	\$36.7659	\$38.6112	\$40.5474	\$42.5623	\$44.6820	\$46.9192
	\$76,473	\$80,311	\$84,339	\$88,530	\$92,939	\$97,592
21	\$38.6112	\$40.5474	\$42.5623	\$44.6820	\$46.9192	\$49.2614
	\$80,311	\$84,339	\$88,530	\$92,939	\$97,592	\$102,464
22	\$40.5474	\$42.5623	\$44.6820	\$46.9192	\$49.2614	\$51.7213
	\$84,339	\$88,530	\$92,939	\$97,592	\$102,464	\$107,580

**APPENDIX D**

**ASSOCIATION OF PUBLIC ADMINISTRATORS OF GRAND RAPIDS  
ANNUAL SALARY SCHEDULE  
EFFECTIVE JULY 1, 2009**

Salary Range Number	STEPS					
	A	B	C	D	E	F
3	\$16.7673	\$17.6497	\$18.5787	\$19.5076	\$20.4829	\$21.5071
	\$34,876	\$36,711	\$38,644	\$40,576	\$42,604	\$44,735
4	\$18.0568	\$18.9375	\$19.9117	\$20.8861	\$21.9271	\$23.0348
	\$37,558	\$39,390	\$41,416	\$43,443	\$45,608	\$47,912
6	\$18.9375	\$19.9117	\$20.8861	\$21.9271	\$23.0348	\$24.1825
	\$39,390	\$41,416	\$43,443	\$45,608	\$47,912	\$50,300
7	\$19.9117	\$20.8861	\$21.9271	\$23.0348	\$24.1825	\$25.3837
	\$41,416	\$43,443	\$45,608	\$47,912	\$50,300	\$52,798
8	\$20.8861	\$21.9271	\$23.0348	\$24.1825	\$25.3837	\$26.6381
	\$43,443	\$45,608	\$47,912	\$50,300	\$52,798	\$55,407
9	\$21.9271	\$23.0348	\$24.1825	\$25.3837	\$26.6381	\$27.9994
	\$45,608	\$47,912	\$50,300	\$52,798	\$55,407	\$58,239
10	\$23.0348	\$24.1825	\$25.3837	\$26.6381	\$27.9994	\$29.3740
	\$47,912	\$50,300	\$52,798	\$55,407	\$58,239	\$61,098
11	\$24.1825	\$25.3837	\$26.6381	\$27.9994	\$29.3740	\$30.8820
	\$50,300	\$52,798	\$55,407	\$58,239	\$61,098	\$64,235
12	\$25.3837	\$26.6381	\$27.9994	\$29.3740	\$30.8820	\$32.4033
	\$52,798	\$55,407	\$58,239	\$61,098	\$64,235	\$67,399
13	\$26.6381	\$27.9994	\$29.3740	\$30.8820	\$32.4033	\$34.0182
	\$55,407	\$58,239	\$61,098	\$64,235	\$67,399	\$70,758
14	\$27.9994	\$29.3740	\$30.8820	\$32.4033	\$34.0182	\$35.7266
	\$58,239	\$61,098	\$64,235	\$67,399	\$70,758	\$74,311

Salary Range Number	STEPS					
	A	B	C	D	E	F
15	\$29.3740	\$30.8820	\$32.4033	\$34.0182	\$35.7266	\$37.5012
	\$61,098	\$64,235	\$67,399	\$70,758	\$74,311	\$78,003
16	\$30.8820	\$32.4033	\$34.0182	\$35.7266	\$37.5012	\$39.3834
	\$64,235	\$67,399	\$70,758	\$74,311	\$78,003	\$81,918
17	\$32.4033	\$34.0182	\$35.7266	\$37.5012	\$39.3834	\$41.3583
	\$67,399	\$70,758	\$74,311	\$78,003	\$81,918	\$86,025
18	\$34.0182	\$35.7266	\$37.5012	\$39.3834	\$41.3583	\$43.4135
	\$70,758	\$74,311	\$78,003	\$81,918	\$86,025	\$90,300
19	\$35.7266	\$37.5012	\$39.3834	\$41.3583	\$43.4135	\$45.5756
	\$74,311	\$78,003	\$81,918	\$86,025	\$90,300	\$94,797
20	\$37.5012	\$39.3834	\$41.3583	\$43.4135	\$45.5756	\$47.8576
	\$78,003	\$81,918	\$86,025	\$90,300	\$94,797	\$99,544
21	\$39.3834	\$41.3583	\$43.4135	\$45.5756	\$47.8576	\$50.2466
	\$81,918	\$86,025	\$90,300	\$94,797	\$99,544	\$104,513
22	\$41.3583	\$43.4135	\$45.5756	\$47.8576	\$50.2466	\$52.7557
	\$86,025	\$90,300	\$94,797	\$99,544	\$104,513	\$109,732

APPENDIX E

**ASSOCIATION OF PUBLIC ADMINISTRATORS OF GRAND RAPIDS  
ANNUAL SALARY SCHEDULE  
EFFECTIVE JUNE 30, 2010**

Salary Range Number	S T E P S					
	A	B	C	D	E	F
3	\$17,1865	\$18,0909	\$19,0432	\$19,9953	\$20,9950	\$22,0448
	\$35,748	\$37,629	\$39,610	\$41,590	\$43,670	\$45,853
4	\$18,5082	\$19,4109	\$20,4095	\$21,4083	\$22,4753	\$23,6107
	\$38,497	\$40,375	\$42,452	\$44,529	\$46,749	\$49,110
6	\$19,4109	\$20,4095	\$21,4083	\$22,4753	\$23,6107	\$24,7871
	\$40,375	\$42,452	\$44,529	\$46,749	\$49,110	\$51,557
7	\$20,4095	\$21,4083	\$22,4753	\$23,6107	\$24,7871	\$26,0183
	\$42,452	\$44,529	\$46,749	\$49,110	\$51,557	\$54,118
8	\$21,4083	\$22,4753	\$23,6107	\$24,7871	\$26,0183	\$27,3041
	\$44,529	\$46,749	\$49,110	\$51,557	\$54,118	\$56,792
9	\$22,4753	\$23,6107	\$24,7871	\$26,0183	\$27,3041	\$28,6994
	\$46,749	\$49,110	\$51,557	\$54,118	\$56,792	\$59,695
10	\$23,6107	\$24,7871	\$26,0183	\$27,3041	\$28,6994	\$30,1084
	\$49,110	\$51,557	\$54,118	\$56,792	\$59,695	\$62,625
11	\$24,7871	\$26,0183	\$27,3041	\$28,6994	\$30,1084	\$31,6541
	\$51,557	\$54,118	\$56,792	\$59,695	\$62,625	\$65,840
12	\$26,0183	\$27,3041	\$28,6994	\$30,1084	\$31,6541	\$33,2134
	\$54,118	\$56,792	\$59,695	\$62,625	\$65,840	\$69,084
13	\$27,3041	\$28,6994	\$30,1084	\$31,6541	\$33,2134	\$34,8687
	\$56,792	\$59,695	\$62,625	\$65,840	\$69,084	\$72,527
14	\$28,6994	\$30,1084	\$31,6541	\$33,2134	\$34,8687	\$36,6198
	\$59,695	\$62,625	\$65,840	\$69,084	\$72,527	\$76,169

Salary Range Number	STEPS					
	A	B	C	D	E	F
15	\$30,1084	\$31,6541	\$33,2134	\$34,8687	\$36,6198	\$38,4387
	\$62,625	\$65,840	\$69,084	\$72,527	\$76,169	\$79,953
16	\$31,6541	\$33,2134	\$34,8687	\$36,6198	\$38,4387	\$40,3680
	\$65,840	\$69,084	\$72,527	\$76,169	\$79,953	\$83,965
17	\$33,2134	\$34,8687	\$36,6198	\$38,4387	\$40,3680	\$42,3923
	\$69,084	\$72,527	\$76,169	\$79,953	\$83,965	\$88,176
18	\$34,8687	\$36,6198	\$38,4387	\$40,3680	\$42,3923	\$44,4988
	\$72,527	\$76,169	\$79,953	\$83,965	\$88,176	\$92,558
19	\$36,6198	\$38,4387	\$40,3680	\$42,3923	\$44,4988	\$46,7150
	\$76,169	\$79,953	\$83,965	\$88,176	\$92,558	\$97,167
20	\$38,4387	\$40,3680	\$42,3923	\$44,4988	\$46,7150	\$49,0540
	\$79,953	\$83,965	\$88,176	\$92,558	\$97,167	\$102,032
21	\$40,3680	\$42,3923	\$44,4988	\$46,7150	\$49,0540	\$51,5028
	\$83,965	\$88,176	\$92,558	\$97,167	\$102,032	\$107,126
22	\$42,3923	\$44,4988	\$46,7150	\$49,0540	\$51,5028	\$54,0746
	\$88,176	\$92,558	\$97,167	\$102,032	\$107,126	\$112,475