

AGREEMENT

BETWEEN

THE CITY OF GRAND RAPIDS

AND

THE GRAND RAPIDS EMPLOYEES

INDEPENDENT UNION

JANUARY 1, 2009 – JUNE 30, 2010
(THE AGREEMENT FOR JANUARY 1, 2003 THROUGH DECEMBER 31, 2006
WAS CONTINUED IN EFFECT FOR THE PERIOD OF
JANUARY 1, 2007 THROUGH DECEMBER 31, 2008)

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EFFECTIVE DATES

1.	Pension Plan - 2.5%	1/1/97
	Pension Plan - 2.7%	1/1/05
	Pop-up Option (no cost to City)	1/1/84
2.	Tool Purchase Reimbursement	3/23/05
3.	Boots and Shorts	1984
4.	Shift Premium	1/1/97
5.	Death Benefit	1/1/84
6.	Workers' Compensation	7/1/84
7.	Insurance Improvements and Changes	
	Unified Health Plan	7/1/99
	Vision - increase by 20%	3/1/90
	Dental - benefit cap \$1000 per year	3/1/90
	Dental Orthodontics	9/1/87
	Well Baby Care	1/1/91
	Annual PAP Test	1/1/91
	Annual Mammogram	1/1/91
	Coverage for Assistant Surgeon	1/1/91
	Patient Advocate	9/1/87
	Increased Co-Pay and Co-Insurance	4/1/05
8.	Medicare Trust Fund	1/1/90
9.	13 th Check Program	1/1/90

AGREEMENT

THIS AGREEMENT is entered into as of January 1, 2009, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "Management," and the GRAND RAPIDS EMPLOYEES INDEPENDENT UNION, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment, safety and other conditions of employment.

ARTICLE 1. RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, safety and other conditions of employment.

Section 2. The bargaining unit consists of all employees, except those designated as excluded, holding positions in the classifications shown in Appendix B or which may hereafter be added thereto or changed as hereinafter provided, and excludes all supervisors and all other employees not specifically included in Appendix B as it now exists or is changed in accordance with this Agreement.

ARTICLE 2. UNION SECURITY AND CHECKOFF

Section 1. Management will make available to all employees entering the bargaining unit a copy of this agreement calling their attention to the fact that The Grand Rapids Employees Independent Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

Section 2. Management will make available to all employees in the bargaining unit, within a reasonable period of time following the execution thereof, a copy of this Agreement.

Section 3. It shall be a condition of employment that all present and future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union a service charge in the amount of the regular Union dues within thirty (30) days after the signing of this Agreement or the beginning of their employment, whichever is later.

Section 4.

- a. Management agrees that it will not make a series of seasonal hires for the purpose of filling a permanent bargaining unit position provided for in the City

Budget or for the purpose of avoiding the filling of a position on a permanent basis which would otherwise result in a position in the bargaining unit. It is expressly understood that nothing contained in this Agreement will limit the right of Management to hire seasonal employees nor limit the right of Management to make seasonal hires to fill positions temporarily open as a result of leave of absence, sick leave, vacation, or similar reasons.

Similarly, the City agrees that it will not utilize temporary service contract personnel to avoid filling a permanent bargaining unit position provided for in the City budget or for the purpose of avoiding the creation of a full-time permanent position. However, it is expressly understood that nothing contained herein shall apply to the operations of the Grand Center or existing parking facilities of the City. It is further understood that the above provision shall have no application to situations wherein the City elects to exercise its right to subcontract bargaining unit work as provided in Article 5.

Definitions:

- 1) Seasonal hire shall mean the appointment of a person to a position limited by seasonal conditions or special projects.
 - 2) Seasonal conditions shall mean those conditions which are peculiar to the four seasons of the year.
 - 3) Special project shall mean any temporary project such as elections or pilot projects of limited duration; however, if such project results in the hire of permanent personnel, hires shall be made in accordance with the provisions of this Agreement.
- b. Before seasonal employees are hired in any department or division where bargaining unit employees are currently laid off, representatives of the Labor Relations Office and the Union will meet for the purpose of reviewing possible alternatives, such as transfer of other permanent employees or recalling laid off employees. The intent of this provision is to seek alternatives which are more economical and reduce or eliminate the expense of utilizing seasonal employees. It is expressly understood that this provision shall not be interpreted to prevent the City from utilizing seasonal employees in the event a more economical arrangement cannot be identified.
- c. In the event that it is found that uniformed or supervisory personnel are regularly performing work which is normally assigned to bargaining unit personnel, Management will make every effort to correct the situation as quickly as possible. These provisions will not apply to emergency or instructional situations.

Section 5. Non-permanent employee reports

The City agrees to provide the Union with a report containing information about the non-permanent employees in the City's workforce. The reports will include employees name, classification, department, date of hire and separation, rate of pay, and income earned.

Upon request by the union the reports will be provided not more than twice per calendar year.

Section 6. Upon receipt of a written assignment from an employee covered by this Agreement, Management will, every payday, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues or service charges. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 7. Any change in the present Union membership rate will be certified to the City Manager by an authorized officer or officers of the Union at least thirty (30) days in advance of the effective date of such change; provided, however, that the thirty (30) day notice shall be waived for the increase in dues in January of any year where the City has the logistical ability to implement the increase with less than thirty (30) days notice.

Section 8. The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against it on account of the application of this Article.

Section 9. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

Section 10. Direct Deposit

All newly hired employees will be required to have their paycheck directly deposited into a bank or financial account. The City will not use the disciplinary process to require employees to keep an account open.

ARTICLE 3. MANAGEMENT SECURITY

Section 1. The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike or picketing against Management or any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge. However, any employee who is accused of violating this provision and denies such alleged violation may appeal to the grievance procedure. Upon a finding of fact that the employee did violate the provision(s) of this Article, the disciplinary action imposed by the employer shall not be disturbed.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided in this Agreement, the management of the City of Grand Rapids and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work, together with the right to determine the methods, processes, and manner of performing work, are vested exclusively in Management. Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

ARTICLE 5. SUBCONTRACTING OF BARGAINING UNIT WORK

Section 1. Management shall have the right to contract and subcontract work when it is not feasible or economical for the City employees to perform such work. Such right shall not be exercised for the purpose or intention of undermining the Union nor for the purpose or intention of discriminating against any bargaining unit member.

Section 2.

- a. No permanent position will be abolished through subcontracting without giving the Union thirty (30) days advance notice. During the 30 day notice period, representatives of the City and the Union will meet for the purpose of reviewing the City's analysis of the supporting feasibility or economic necessity as required. This provision is intended to afford the parties an opportunity to review the conditional requisites to subcontracting and to afford the Union an opportunity to make a proposal or adjustments which would eliminate the need to subcontract.
- b. The City will provide the Union with the bid specifications at least ten (10) days prior to the time the specifications are released to potential contractors for any subcontracting which would result in the elimination of a permanent position within the bargaining unit. If requested by the Union, the City will meet pursuant to the Special Meetings provisions of Article 7 regarding the contemplated subcontracting.
- c. In those circumstances where proposed subcontracting is initiated by proposals from parties outside the City's administration or from proposals requested by City Administration from third parties without precise bid specifications, the City will provide the final proposal to the Union at least thirty (30) days prior to taking final action on the proposal. This provision shall apply where the proposed subcontracting would result in the elimination of a permanent position within the bargaining unit.

Section 3. Upon exercise of the right to subcontract as identified in this Article and when bid specifications are drawn up, the Union shall be furnished with copies of same as soon as such information is available but, in any event, no later than the time the specifications are released to the contractors. The Union shall also be provided with the results of the bidding process. The Union shall receive copies of any re-bid or contract extension or modification of identified bargaining unit work. The City will provide the Union with any cost projections and comparisons developed in any contract re-bid, modification or extension. The Union will be notified in the event of any change in contractors.

ARTICLE 6. UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than six (6) bargaining unit members who are employed by the City of Grand Rapids. It may also include non-employee representatives of the Grand Rapids Employees Independent Union, not more than two (2) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee on or before the October 1 immediately prior to the expiration of this Agreement. Permanent substitutions made in the Union bargaining committee shall be promptly reported to Management.

Section 2. Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the Committee person.

Section 3. Management will attempt insofar as practical or possible, to transfer to the day shift, for the period of the labor negotiations, any employee selected to act on the Union Bargaining Committee.

Section 4. Upon request of the Union, Management will grant an unpaid leave of absence to a Union representative for up to twenty-one (21) work days in the three (3) months immediately preceding the expiration of this Agreement for the sole purpose of preparing proposals for bargaining. It is specifically understood and agreed that the leave of absence is granted on condition that such representative shall not consult with other City employees in such a way as to interfere with them in the regular performance of their work.

ARTICLE 7. SPECIAL MEETINGS

Section 1. Management and the Union 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 matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) working days of the receipt of the written request and shall be held between 8:00 A.M. and 4:00 P.M. at a time and place designated by Management. Each party shall be represented by not more than four (4) persons at special meetings. The City Manager shall designate Management's representatives and Management will respond in writing as to the results of the meeting.

Section 2. The Union representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.

Section 3. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

Section 4. The "Special Meeting and Grievance Pass for Union Officials" form shall be used by a Union representative in order for him/her to be released from his/her regular work station with pay to attend a special meeting with Management.

ARTICLE 8. UNION STEWARDS/REPRESENTATIVES

Section 1. Employees within the bargaining unit shall be represented by Stewards in areas of the City employment in the number and manner set forth in Appendix D. The Union shall furnish Management a list of the Stewards' names and their assigned areas and shall keep the list current at all times.

Section 2. When requested by an aggrieved employee, a Steward shall be scheduled as soon as possible to investigate any alleged or actual grievance in their assigned work area (area of representation as set forth in Appendix D). Any requests for City records or data shall be directed to the Labor Relations Office. Upon request of a Steward to the Labor Relations Office, a grievance committee member shall be scheduled to assist in the investigation of any grievance in his/her assigned area. The Steward and/or the grievance committee member shall be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and approval of the immediate supervisor outside the bargaining unit. In the event the regularly assigned Steward is not available, the Chief Steward may act on his/her behalf. When both the Steward and Chief Steward are absent, the Executive Steward may act.

Section 3. When an employee presents his/her own grievance without intervention of the Steward, the Labor Relations Office shall accept the grievance without immediate adjustment.

Section 4. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or any other employee.

Section 5. In the event the regularly assigned Steward or Chief Steward is not available, the Executive Steward may act on his/her behalf during a grievance investigation and at Step 1 of the grievance procedure.

Section 6. A non-employee Union representative may consult with employees in assembly areas before the start of each work shift and after the end thereof.

Section 7. The Union President or, in the event of his/her absence, his/her designated representative shall be allowed reasonable time, paid at his/her regular rate during his/her regularly scheduled work day, to confer with Management on matters affecting the administration of this Agreement, upon notification and approval of his/her immediate supervisor outside of the bargaining unit. If the Agenda of any Public Meeting of the City Commission or any of its Committees, or of the Civil Service Board, lists matters for decision or discussion which would have a direct impact on the wages, hours or working conditions of bargaining unit employees, and such meetings are held during his/her regularly scheduled work day, the Union President shall be allowed reasonable time paid at his/her regular rate to present the Union's position on such matters to such body. The "Special Meeting and Grievance Pass for Union Officials" form shall be used by the Union President in connection with such conferences and meetings as set forth in this Section. The Grievance Committee Chairperson will be allowed one day without loss of time or pay to prepare for each arbitration case which has been scheduled for hearing (other than time allowed for the pre-arbitration conference).

ARTICLE 9. GRIEVANCE PROCEDURE

Section 1. Grievance

- a. A grievance is any dispute, controversy or difference between (a) the parties, or (b) Management, and an employee or employees, on any issue with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- b. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied. The grievant and/or the Union may amend a grievance at any step of the grievance procedure prior to advancement to arbitration by deletion or addition of Articles of the Agreement as supported by evidence presented during the grievance procedure.

Section 2. Grievance Time Limits and Exclusive Remedy

- a. Any grievance not initiated, advanced to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by Management, if the Union does not advance it to the next step within the time limits, or on the basis of the Union's last demand, if Management fails to give an answer within the time limit. Time limits may be extended only by written mutual agreement by Union and Management.
- b. 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.
- c. Only grievances involving classification disputes may be presented to the Civil Service Board, who shall have exclusive jurisdiction on such matters. No other disputes subject to the grievance procedure may be submitted to the Civil Service Board.

Section 3. Grievances will be processed in the following manner and within the stated time limits.

Step 1. A grievance will be initiated under this procedure by a Union Steward advising an immediate supervisor outside the bargaining unit that a grievance may exist and the matter is being investigated. As soon as possible, a meeting shall be arranged with the employee(s) involved, the Union Steward, Labor Relations and the immediate supervisor in order to allow for the finding of fact and the possible resolution of the matter. A Grievance Committee Person shall be scheduled to attend Step 1 Grievance Hearings upon request from the employee or Union Steward.

The grievance must be presented within fifteen (15) working days after occurrence of the event giving rise to the grievance, not including the day of occurrence, provided the employee(s) had knowledge of the occurrence or reasonably should have had knowledge of the event. The time limits in effect under the procedure shall not begin while an employee is off work because of vacation, sick leave, Workers' Compensation, leave of absence, or other good and sufficient reason.

Step 2.

- a. If the matter is not resolved at Step 1, the aggrieved employee or the Union Steward shall reduce the grievance to writing and present it to the Labor Relations Office. The grievance must be so presented within ten (10) working days after the meeting at Step 1. Labor Relations will answer the grievance in writing within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation. A copy of the written answer shall be sent to the grievant and the grievance committee chairperson.
- b. The Union may initiate its grievance at this Step 2 of the grievance procedure and must process them through Step 2 before they are taken to Step 3. A Union Grievance is one in which a right given by this Agreement to the Union as such is alleged to have been violated. Such grievances must be initiated within fifteen (15) working days of their occurrence, not including the day of occurrence. Union grievances shall be filed in writing with the City Labor Relations Office.

Step 3.A. Civil Service Board

Grievances involving classification may be presented to the Civil Service Board. The Civil Service Board shall hold a hearing on such grievance. Its decision, approved by a majority of the Board, shall be final and binding on the Union and Management.

Step 3.B. Arbitration

- a. If the matter remains unresolved and the Union wishes to carry the matter further, the Union will notify the Labor Relations Office of its intent to refer the matter to arbitration. Such notice will be sent within forty-five (45) working days of receipt of the answer at Step 2. Within five (5) working days, Management and the Union will arrange for a pre-arbitration conference.
- b. The purpose of the pre-arbitration conference shall be for exchanging evidence, identification of witnesses and stipulation of fact. Only that evidence so exchanged may be submitted to arbitration. The parties may also attempt to resolve the dispute. If the matter cannot be resolved, the parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, either party may submit a Demand for Arbitration under the rules of the American Arbitration Association, FMCS, OR MERC (with MERC as an option being conditioned upon mutual agreement) provided the submission is made within sixty (60) calendar days of receipt of the answer at Step 2.
- c. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and he/she shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. Decisions on grievances within his/her jurisdiction shall be final and binding on the employee or employees involved, the Union, and Management.

In disciplinary cases involving stealing by employees and/or possession or use of illegal drugs or narcotics during work hours or while on City property, the parties agree that such violation shall be considered proper cause for summary discharge. In such cases, the arbitrator shall be limited to a determination of facts

only and shall have no authority to modify the penalty imposed. Such violation shall not be construed as exclusive proper cause for discharge.

- d. The fee and expenses of the arbitrator shall be paid by the party which loses the appeal to arbitration except as the arbitrator directs otherwise. Each party shall fully bear its costs regarding witnesses and any other persons it requests to attend the arbitration.
- e. It is specifically and expressly understood and agreed that taking an appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum.

Step 3.C. Arbitration Filing

It is the intent of each party to combine grievances with similar issues into a single case when advanced to arbitration.

If the parties are unable to agree to combine the grievances into one arbitration case and a party elects to utilize AAA, FMCS, or MERC (with MERC as an option being conditioned upon mutual agreement) for more than three (3) such grievances, then the party taking all of the grievances to the outside service shall be responsible for the total filing fee charged to advance those grievances beyond the initial three (3).

Section 4. Election of Remedies

It is expressly understood and agreed that taking an appeal to the Arbitrator, or in cases of classification disputes to the Civil Service Board, constitutes an election of remedies and waiver of any and all rights of the appealing party and any person or persons he, she, or it represents to litigate or otherwise contest the appealed subject matter in any court, administrative agency, or other forum.

ARTICLE 10. PAYMENT OF BACK PAY CLAIMS

Section 1. Back wages and fringe benefits shall be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

Section 2. No claim for back pay or wages and fringe benefits shall exceed the amount of pay or wages and fringe benefits the employee would otherwise have earned at his/her regular pay or wage rate and fringe benefits. However, any such award may be decreased by such earnings received from other employment or unemployment compensation during the recognized entitled period.

ARTICLE 11. DISCHARGE AND DISCIPLINE

Section 1. In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee and the employee's Steward or other Union representative. Such notice shall be confirmed in writing within three (3) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays, and the day of occurrence. In cases of letters of warning, such letters shall be

given to the employee affected and a copy thereof to such employee's Steward or other Union representative.

Section 2. The affected employee will be allowed to discuss his/her discharge or discipline with his/her Steward, or other Union representative, and Management will make available an area where he/she may do so if he/she is required to leave the premises.

Section 3.

- a. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously, provided the employee is not subjected to disciplinary action (excluding letters of warning), during the two (2) year period, nor impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire. In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspensions over two (2) years old shall be permanently removed from his/her personnel file upon request to the Human Resources Director.
- b. Every employee shall be entitled to and shall receive a copy of any and all notices, reports, complaints, or other information filed by any employee, citizen, supervisor or any other City officer or Department or Division Head in the employee's personnel record which relates to, is, or may be made the basis for disciplinary action up to and including discharge of such employee by the City. The provisions of the Employee Right to Know Act (Act #397 of P.A. 1978) shall apply to City personnel records.
- c. Any employee appearing in a hearing before the City Manager pursuant to the City Charter shall be entitled to Union representation upon request. A Union representative acting pursuant to such a request shall be allowed reasonable time therefore during working hours without loss of time or pay.

Section 4.

- a. The following procedure shall be followed when an employee is given written notice from Management that he/she is discharged, demoted, or reduced in rank or compensation, or suspended without pay:
 - (1) If the employee elects to file a grievance, he/she shall file the grievance in accordance with the provisions of the grievance procedure at Step 2.

Section 5. If Management has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Upon request, a copy of disciplinary action will be given to the Grievance Committee Chairperson.

Section 6. Investigatory Interview

In the event a complaint is made against an employee or where any investigation is conducted which may result in disciplinary action, the following procedures shall apply:

- a. If, during the investigation, an employee is requested to appear before a member of Management, he/she shall be fully advised of the nature of the investigation and that the investigation may result in disciplinary action.
- b. When an employee is questioned under this section, he/she shall be informed of their right to Union representation. Should the employee waive such right, he/she shall sign a waiver form so indicating and copies will be given to the employee and the Union.
- c. Upon request of the employee for Union representation, such request shall be granted and the Union shall immediately provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present (Steward or Chief Steward or Executive Steward).
- d. Employee shall be required to answer questions relating to his/her performance or conduct as an employee of the City as it relates to the investigation. Refusal to answer such questions may result in disciplinary action, including discharge.
- e. All bargaining unit employees working in the Police Department upon request will be afforded a representative from the Labor Relations office to be present at an investigatory interview.

Section 7. Letters of Instruction

If a letter of instruction is issued to an employee, a copy will remain in that employee's personnel file for a minimum of one (1) year from date of issuance. If during that one (1) year period there are no further related behavioral or performance issues addressed with that employee either through additional counseling or discipline, the employee may submit a request to the Director of Human Resources to have the letter of instruction permanently removed from his/her personnel file.

ARTICLE 12. SENIORITY

Section 1. Definition

Seniority shall mean the status attained by length of continuous service with the City. (Exception - See Section 2.f.)

Section 2. Accrual of Seniority

- a. Seniority shall begin with the last date of entering the service of the City. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by their Social Security number, the person with the highest number having the greater seniority.
- b. 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 the Grievance Procedure of Article 9.

- c. All appointments to a position in a classification in which the employee has not attained prior permanent status shall be probationary and subject to a probationary period of six (6) months after appointment. During the first ninety (90) days of the probationary period, the employee may elect to return to his/her former position. As well during the first ninety (90) days, management may elect to return the employee to his/her former position. In such case, upon written request of the employee, the employee shall be provided with a written statement giving the reasons for his/her return. An employee who elects to return to his/her former position during the first ninety (90) days of probation shall have his/her name placed in the candidate pool. The employee shall be considered to have had one (1) refusal of an offer of appointment in such circumstance.

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 employee on probation who is removed for failure to meet the required performance standards of the job shall have the right to return to his/her last previous position in which he/she held permanent status. When an employee is returned to his/her last previous position by the City Manager and that position was one where the employee was on probation after being promoted through natural progression, the employee shall be returned to the naturally progressed level (the journey level versus the trainee level) at the point in probation when he/she left.

- d. Each employee serving a probationary period shall be evaluated after three (3) months service. The evaluation shall be in writing and the supervisor shall review same with the employee. The employee shall be entitled to the presence of his/her Steward during the review interview upon request of the employee.
- e. If a permanent employee's appointment is rescinded at any time during a probationary period, he/she shall be given a copy of the written evaluation resulting in such removal. Any permanent employee may appeal his/her removal. Such appeal shall be limited to the Grievance Procedure of Article 9.
- f. Non-Bargaining Unit Personnel
 - (1) An employee who transfers, demotes, or promotes to a position not included in the bargaining unit and thereafter within two (2) years returns to the bargaining unit shall have all accumulated seniority and all rights accredited thereto.
 - (2) An employee who transfers, demotes, or promotes to a position not included in the bargaining unit and returns to the bargaining unit after more than two (2) years have elapsed shall return without any accumulated bargaining unit seniority. The application of seniority shall be defined as in Article 12, Section 5.
 - (3) For the purpose of applying seniority to time measured benefits, such as vacation accumulation, pension, and longevity, a person's seniority shall in all cases be measured by an employee's total service with the City.
 - (4) An employee who is outside of the bargaining unit, and who has accumulated seniority which he/she may exercise, may use that seniority to

displace a less senior bargaining unit member of the classification last held prior to promotion to a non-bargaining unit position.

- (5) An employee outside of the bargaining unit who does not have sufficient seniority (or has no bargaining unit seniority to displace a less senior bargaining unit member) may be appointed by the City Manager to a vacancy in the bargaining unit which the employee is deemed qualified to fill by meeting and passing the eligibility and/or examination standards under the Civil Service Board rules. Such placement may be made to a position in the bargaining unit where an existing promotional eligible list has been exhausted or where an examination for promotion has been administered to create a promotional eligible list and there were no successful candidates who qualified by achieving a passing score. The use of such classifications shall be limited to a period of six (6) months from the date the first placement from the eligible list occurs or a period of six (6) months from the date the eligible list was approved by the Civil Service Board, whichever occurs first. In no case may an appointment be made, as provided within this paragraph, within a classification if a period of nine (9) months has elapsed since the last date an examination was administered to create a promotional eligible list for that classification.

Section 3. Loss of Seniority

Employees shall lose their seniority for the following reasons:

- a. Discharge if not reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his/her absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- d. Unexcused failure to return to work after expiration of a formal Leave of Absence.
- e. Retirement.
- f. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater.

Section 4. Seniority Lists

Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, classification and seniority date, and shall furnish a copy to the Union in March and September of each year. All Seniority Lists with their designated effective dates will be issued by the Human Resources Department and will be distributed to the Union. In the event that conditions beyond the general control of Management prevent the preparation of the Seniority Lists as herein provided, Management will so inform the Union, giving the reasons for the delay and the projected preparation date.

Section 5. Application of Seniority

Seniority shall apply to shift assignments, vacations, layoff and recall, acting assignments, promotions, and transfers as otherwise provided in this Agreement.

- a. Vacancies in the bargaining unit labor class which do not involve a natural progression series shall be filled on the basis of seniority by employees who have completed their entrance probationary period and who apply therefore and are qualified to perform the work in the following order of priority:
 - (1) Transfer of applicants within the same classification provided the applicant has not had a similar transfer within the prior six (6) months and has completed the probationary period for their present classification.
 - (2) Promotion of applicants from within the bargaining unit, provided, however, no employee who has been demoted shall be eligible for promotion for a period not to exceed one (1) year from the date of demotion, except in those instances where a demotion has occurred in lieu of layoff.
 - (3) Lateral transfer of applicants (the transfer from one classification to another classification having the same pay range and having essentially the same basic qualifications and involving the performance of similar duties), provided the applicant has not had a similar lateral transfer within the prior six (6) months and has completed the promotional probationary period for their present position.
 - (4) Demotion of applicants from within the bargaining unit.
 - (5) If there are no such applicants, such positions may be filled by applicants from outside City employment.
- b. Vacancies occurring in the bargaining unit labor class which involve a natural progression series shall be filled by the most senior applicant who has completed his/her entrance probationary period and who applies and is qualified to perform the work in the following order of seniority:
 - (1) Transfer of applicants within the same classification provided the applicant has not had a similar transfer within the prior six (6) months and has completed the probationary period for their present classification.
 - (2) Applicants eligible for promotion or lateral transfer, provided the applicant has not had a similar promotion or lateral transfer within the prior six (6) months and has completed the probationary period for his/her present classification.
 - (3) Demotion of applicants from within the bargaining unit.
 - (4) If there are no such applicants, such positions may be filled by applicants from outside the bargaining unit.
- c. In the competitive class, appointments to positions within the bargaining unit shall be made as follows:

- (1) By transfer of the most senior applicant from within the same classification, provided the applicant has not had a similar transfer within a one year period and has completed the probationary period for their present classification. Said transfer shall be subject to a 90 day trial period. During the trial period, the employee may elect to return to their former position. In which case, such employee shall be ineligible for a similar transfer for a period of one year from the date of transfer. During the trial period, Management may elect to return the employee to their former position and will, upon written request of the employee, provide the employee with a written statement giving the reasons for returning the employee to their former position.

If the position is not filled by transfer, the following provisions shall apply:

- (a) Employees who have completed their entrance probationary period and otherwise meet the requirements for a position may express their interest in qualifying for a promotion, lateral transfer (the transfer from one classification to another classification having the same pay range), or demotion by filing an application with the Human Resources Department.
- (b) An examination shall be administered under the supervision of the Civil Service Board. Participants who successfully complete the procedure on a pass/fail scoring basis shall constitute the eligible qualified candidate pool.
- (c) Regardless of any rule, regulation or other requirement to the contrary, the City Manager shall have the authority to promote any person from the candidate pool.
- (d) In instances where a candidate pool composed of just City employees does include female or minority candidates in under represented E.E.O.4 subgroups, the City Manager shall make his selection from such candidate pool. In the event that such pool does not contain a female or a minority candidate and the E.E.O.4 subgroup under represents either females or minorities or both, the pool shall be expanded to include an eligible candidate or candidates of the appropriate race or gender or both from outside the bargaining unit.
- (e) The City's Equal Opportunity Department will establish Affirmative Action goals by April 30 of each year based upon an analysis of the qualified labor pool of the appropriate labor market for those E.E.O.4 occupational subgroups included in the bargaining unit. The Equal Opportunity Director will provide an annual report on the progress of the Affirmative Action Plan to the parties to this Agreement.
- (f) Where the City Manager determines that candidates are relatively equal in required qualifications, he/she may take into account the gender and/or minority background of the qualified persons in the appropriate applicant pool as a factor in making appointments. Such consideration, however, will not be used to the total exclusion from consideration for promotion of non-minority male applicants, and shall continue only until the City has met the Affirmative Action goal for the

particular E.E.O.4 subgroup. The City may reopen a subgroup that contains bargaining unit members upon finding of discrimination or by mutual agreement with the bargaining unit.

- (g) Except as otherwise specified above, the provisions of the Civil Service Board rules and regulations shall apply to the appointment and promotional procedure. Provided, however, that it is expressly understood and agreed that the prior "rule of three (3)" certification restriction required by the City Charter shall be considered void and have no application to appointments in the competitive class occurring after the effective date of this agreement.
- d. The Union and the City recognize that from time to time a need may arise where temporary transfers are necessary to compensate for varying seasonal conditions. For purposes of this section only, a transfer shall mean the temporary assignment of personnel across department or division lines, for a limited duration, to perform a specific body of work, without change in compensation and without application of the probationary period provision.
- (1) Such transfer(s) shall be voluntary in nature and be for a specific length of time which shall be mutually agreed to by the parties.
 - (2) The City and the Union shall meet within 30 to 60 days of the date of transfer for the purpose of determining those classifications affected, the duration of the transfer, and other conditions that may be necessary.
 - (3) Those employee(s) affected shall be given five (5) working days to bid on such transfers. In the event that there are insufficient volunteers, the least senior employees of the designated classification(s) shall be assigned and transferred. In the event more than sufficient employees volunteer, those required will be selected on the basis of seniority. Upon completion of the bidding and selection process, the employees shall be given fifteen (15) days notice prior to the transfer(s).
 - (4) The time limit provisions of this section may be amended by mutual agreement of the parties. In the event of an emergency, the time limits may be waived.

ARTICLE 13. LAYOFF AND RECALL

Section 1. Definition

Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2. Order of Layoff

- a. No permanent or probationary employee shall be laid off from his/her position in any Department or Division while any seasonal, temporary, or provisional employees are serving in the same classification in that Department or Division. In the event such layoff becomes necessary, such laid off persons shall replace a seasonal, temporary, or provisional appointee in the same classification in another

Department or Division, and shall continue to so serve until the normal layoff of the replaced person would have occurred.

- b. Permanent and probationary employees shall have Citywide seniority in their classifications and, if exercised in the event a layoff becomes necessary, shall replace the employee with the least seniority in their classification.

The elected members of the Executive Board of the Union, twelve (12) in number, shall be retained in the City service in the event of layoff, regardless of their position on the seniority list, so long as there is work they have the ability to do. If such person has the ability to do more than one job, he/she shall be assigned to the job in his/her same pay grade when possible. Stewards shall have the same rights within their Department or Division. Preferential seniority given to Executive Board members shall not be used to displace employees holding Civil Defense positions.

- c. Except as provided below, the layoff of probationary or permanent employees in any Department or Division shall be in inverse order of seniority in the classifications affected.

Section 3. Demotion or Transfer in Lieu of Layoff

Except as otherwise provided below, an employee subject to layoff who so requests within three (3) days after receipt of notice of layoff, shall in lieu of layoff or transfer under Section 2 be demoted or transferred by Management in accordance with his/her seniority to an equal or lower paying position in the bargaining unit which he/she is able to perform and qualified to fill.

- a. The employee shall be allowed to exercise up to three chances to qualify for a position in his/her existing pay range or lower. In cases where the employee has been "grandfathered" into a pay range by virtue of a classification study, the actual pay range of the affected employee shall serve as the existing pay range. The employee may waive his/her right to the option to take the tests as provided for in this subsection. This waiver shall be in writing and submitted to the Human Resources Department within three (3) days after receiving the layoff notice.
- b. If after exercising options in 3.a., an employee is not placed in a position, the employee shall be demoted or transferred to a position in a class in which he/she held prior permanent status (provided such class still exists), or to a class in his/her present series as defined by the Classification Series List in Appendix C.
- c. If the employee is unable to obtain a position in lieu of layoff under 3.a. or 3.b., then he/she shall be demoted or transferred by Management in accordance with his/her seniority to another position in the bargaining unit as close to his/her present classification and wage level as possible which he/she is able to perform and qualified to fill.

Management shall have the exclusive right to determine such person's ability and qualifications to fill a position, provided, however, that an employee shall be deemed qualified for all classifications in a series (e.g., Office Assistant I, II, III, IV are a series) which are below or equal to his/her present classification without qualifying through the process specified in the Layoff Letter of Understanding. The transferred or demoted employee shall replace the least senior employee in the position to which assigned. If

an employee is demoted or transferred in lieu of layoff and his/her regular position subsequently becomes available, he/she shall thereupon be promoted or transferred back to his/her regular position (See Layoff Letter of Understanding) except as provided in Section 6d.

Section 4. Exceptions to Seniority

The City Manager may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore.

Section 5. Notice of Layoff

Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 6. Preferred Eligible Lists

- a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each classification from which displaced. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each classification from which displaced.
- b. Names shall remain on the lists for six (6) months or the length of their seniority whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted or transferred based on Citywide seniority before any other persons are selected for employment or promotion in those classifications.
- c. When an employee demotes or transfers in lieu of layoff and he/she is subsequently recalled or restored, the employee will be removed from the preferred eligible list of the class to which recalled or restored and from the preferred eligible list(s) for any classification held subsequent to holding of the classification to which recalled or restored.
- d. Employees who fill any vacant position in lieu of layoff subsequent to layoff shall not be required to return to his/her regular position in the event the regular position is reestablished.
- e. Employees on a preferred eligible list shall have priority over transfers and promotions.

Section 7. Recall from Layoff

- a. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by Certified Mail to their last known address.
- b. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

- c. Permanent and probationary employees shall have Citywide seniority in their classifications.

Section 8. In the event that an employee's position is to be abolished through subcontracting, Management shall meet with the Union in order to reach a mutual agreement as to the future employment and compensation of said employee.

ARTICLE 14. SHIFT AND SCHEDULE PREFERENCE

Section 1. Definitions

- a. Shifts shall be defined as the daily work period between the starting and quitting time of such period, exclusive of lunch period.
- b. Work schedules shall be defined as the schedule of work days and shifts during a work week, including off-duty days.

Section 2. Seniority shall be recognized as the basis of shift assignment and work schedule assignment. For the purpose of this Section, the exercise of seniority shall be limited to occasions of job opening and shall apply within classification title only. In such instances, the position shall be posted for a period of seven (7) calendar days and filled as soon as administratively possible. When an employee is newly assigned to a job, Management may, for a period of three (3) months, select the shift and work schedule assignment for the employee. In proper cases, exceptions can be made.

Section 3.

- a. Shift and work schedules shall be posted and bid on by employees in the same Department and Division within the same classification on the basis of seniority, once each calendar year. Such posting and bidding shall be accomplished during the month of October, except that no bidding shall be required in a Department/Division where all employees in a classification work the same eight (8) hour shift and work schedule.
- b. If shift and work schedules are to be changed for more than five (5) consecutive work days and the need for such change is known to Management for more than seventy-two (72) hours in advance, openings on such shifts and work schedules shall be posted for at least twenty-four (24) hours and shall be filled on the basis of seniority within classification title.
- c. The provisions of this Section shall not apply to rotating shift personnel or to Grand Center operations. Management will endeavor to establish shifts and schedules and to allow bidding, subject to the needs of the service and the activities of the Grand Center.

Section 4. All standby arrangements presently in existence shall be continued without change. Under such arrangements, qualified employees will continue to rotate the weekend duty. In proper cases, individual exceptions to the performance of weekend duty may be made by Management, such determination to rest exclusively with Management. The employee on such weekend duty shall keep himself/herself available for work at any time during the period from the end of the Friday day shift and the

beginning of the Monday day shift. He/she shall give Management a telephone number in the Grand Rapids metropolitan area where he/she can be reached during such period and shall remain at that location during the weekend and be ready and able to respond immediately to any calls to work. He/she shall receive thirty-five (35) hours straight time pay for each weekend he/she has such duty, such pay being compensation for keeping himself/herself available and for all hours actually worked up to twenty-five (25) hours. Hours worked or paid on the weekend shall not be considered hours worked for purposes of overtime or premium pay, but overtime shall be paid for all hours worked in excess of twenty-five (25). The call-back provisions of this Agreement shall not apply. Failure to be available for or to respond immediately to calls to work shall be cause for disciplinary action up to and including discharge.

Section 5. Nothing in this Article shall be construed to limit the right of Management to establish, change, enlarge or decrease shifts or work schedules, or the number of personnel assigned thereto, provided that the rights of seniority set forth in this Article are followed in making the necessary personnel assignments.

Section 6. All officers and stewards shall have superseniority when it comes to bidding on shifts.

ARTICLE 15. OVERTIME

Section 1. Purpose

The following provisions shall govern compensation for overtime to employees of the City.

Section 2. Employees covered:

- a. Employees holding the positions listed in Appendix B are eligible for overtime compensation.
- b. Employees, except those holding appointment in the City Clerk's Office, engaged in overtime work relating to any regular or special election, shall be paid at their regular hourly rates for time so worked.

Section 3. Definitions

- a. 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.
- b. 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.
- c. All overtime shall be authorized by a responsible supervisor.
- d. 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.

Section 4. Method of Compensating for Overtime Work

- a. Overtime shall be paid at one and one-half (1½) times the employee's hourly rate. Overtime shall be paid to the nearest one-tenth (1/10) of an hour.
- b. An employee called to work at a time other than his/her scheduled work shift shall be credited with a minimum of four (4) hours at his/her regular hourly rate, or with the actual hours worked at one and one-half (1½) times his/her hourly rate, whichever is the greater, unless such time shall be continuous with his/her scheduled work in which case he/she shall be paid at his/her overtime rate.
- c. 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.

Section 5. Compensatory Time Off

At the request of any employee eligible for overtime pay, his/her supervisor shall provide, in lieu of cash payment for overtime, time off with pay at the rate of one and one-half (1½) hours for each hour worked over the normal number of hours in his/her scheduled work week. Such time credited shall be rounded to the nearest one-tenth (1/10) of an hour. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor during the calendar year in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. Compensatory time off may not be substituted for scheduled vacation. Employees may request payment of earned compensatory time at any time during the calendar year. Payment will be based on the rate of pay in effect at the time of the request. In the event that such time off is not used by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate based on his/her salary as of December 31. This provision shall be administered in accordance with State and Federal law.

Section 6.

- a. During each calendar month period, overtime work shall be distributed as equally as practical among employees of the same permanent job classification only, within a given Department or Division, who have expressly volunteered for overtime work for the month. Employees interested in overtime work shall so indicate in writing to their immediate Management Supervisor not later than the last full week prior to the beginning of each month. Employees newly entering the Department or Division shall be afforded the opportunity to volunteer in writing for overtime work within one week of the time of entering the Department or Division. The method of equalization shall be by a strict rotation by seniority. The most senior employee who volunteers shall be obligated to work the first overtime of the month and so on down the volunteer list through the month. Those volunteers who are excused from their rotation or who are unavailable shall be charged with a call. (Employees on Vacation or Workers' Compensation will not be called. Employees on Sick Leave will be called.) Only employees who have so volunteered for overtime work will be called upon to perform overtime work during the designated month and such employees shall be obligated to perform such work, except that all employees may be required to work overtime for up to one and one-half (1½) hours in situations where such work is necessary to complete a job they started at the end of their shift. In the event that insufficient numbers of

employees are available for overtime work assignments, the employees of the classification required with the least amount of seniority will be required and obligated to perform such work.

- b. In the assignment of overtime hours Management will, consistent with the needs of the service, give preference to those persons holding permanent appointment. A record of such overtime hours shall be kept and the record shall be posted during the first ten (10) days of each month.
- c. Overtime provisions established in a given department/division which may be contrary to these provisions will be controlling provided the provisions are agreed to by the Union and Management.

Section 7. Bargaining Unit Work

Supervisory personnel outside of the bargaining unit shall not, except in emergency situations, or for instruction purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.

Section 8. Saturday or Sunday Work

An employee shall be paid one and one-half (1½) times his/her hourly rate for all hours worked on Saturday and Sunday, except for work on continuous seven (7) day operations and except for employees whose regular work schedule includes Saturday and Sunday.

Section 9. Joint Review Committee

The parties agree to set up a joint committee of equal number of management and Union members to review the current overtime distribution systems utilized within the City under this agreement. The committee shall make recommendations to the parties on improving the efficiency of such systems and avoiding errors in the assignment of overtime. After such recommendations are received the parties shall meet and confer as to any suggested changes which are made. Neither party shall be required to modify the existing provisions of this agreement unless mutually agreed otherwise.

ARTICLE 16. REST PERIODS

Section 1. Management shall allow one (1) fifteen (15) minute rest period during each one-half (½) shift of the work day.

ARTICLE 17. NEW OR CHANGED JOBS

Section 1. Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs established in the bargaining unit. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job, the matter shall be subject to an appeal filed directly with the Civil Service Board in Step 3.A. of the grievance procedure. Disputes as to whether a new or

changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission.

ARTICLE 18. WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendices E, F, G, and H.

Section 2. For the purpose of this Section, the second shift is defined as any work period commencing between the hours of 1:59 P.M. and 9:59 P.M. The third shift is defined as any work period commencing between the hours of 9:59 P.M. and 4:59 A.M.

The following shift differentials shall apply:

January 1, 1997	60¢ per hour 2nd shift
	65¢ per hour 3rd shift

Employees shall be considered eligible for shift differential when:

- a. Assigned to work the second shift or third shift.
- b. When held over from second shift to third shift, in which case he/she shall receive third shift differential pay for all hours worked during the third shift.

Employees shall not be considered eligible for shift differential in the following situations:

- a. When called back to work at a time other than his/her scheduled work shift (i.e. in a call-back situation) and employee does not work entire second or third shift.
- b. When held over from the first shift and unless he/she works the complete second shift.
- c. When held over from third shift to first shift (no shift differential for first shift hours only).
- d. Any instances of paid leave.

ARTICLE 19. PAY CHANGES

Section 1. Purpose

The following provisions shall govern the assignment of pay steps to employees of the City.

Section 2. Definitions for Purposes of this Article

- a. Promotion shall mean a change in employment to a classification which has a higher maximum salary.

- b. Demotion shall mean 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.
- c. Transfer shall mean a change in employment to another position in any classification which has the same maximum salary and similar duties and qualifications.
- d. Reclassification shall mean the changing of a position from one classification to another based on the duties involved.
- e. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.
- f. Acting Assignment shall mean an assignment for a limited time to a classification as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary. Acting assignment pay shall be paid to the nearest one-tenth (1/10) of an hour.

Section 3. Anniversary Dates for Pay Change Purposes

- a. Establishment
 - (1) Original Employment and Re-employment. The date of one (1) year after completion of the probationary period and the corresponding date each year thereafter.
 - (2) Promotion. The date one (1) year after completion of the probationary period and the corresponding date each year thereafter.
 - (3) Transfer. The anniversary date remains unchanged.
 - (4) Demotion. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
 - (5) Reclassification. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
- b. 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, but time previously served toward the next anniversary date shall be credited when employees return to the payroll.

Section 4. Compensation Determination

- a. Original Employment and Reemployment

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.

b. 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 step of his/her range.

c. Anniversary Date

- (1) 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.
- (2) Each consideration found to be in good order by the Human Resources Director shall be referred to the City Manager or his/her designated representative for final determination.
- (3) 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. Employee's performance shall be evaluated semi-annually; however, performance deficiency shall be brought to the attention of the employee as noted by the supervisor and documented. Merit increases shall not be denied except for proper cause.
- (4) 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.

d. Promotion or Upward Reclassification

- (1) Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is at least one full step higher than the salary received immediately before such promotion or reclassification.
- (2) An employee demoted in lieu of layoff who after his/her original demotion is promoted to a classification with a higher maximum salary than the classification from which originally demoted, for purposes of this Section, shall be deemed to hold his/her pre-demotion range and salary step to determine his/her compensation in the class to which he/she is being promoted, provided that the employee has not already attained a salary step with a higher rate of pay than the one from which originally demoted.
- (3) When an employee is restored to a position from which demoted, he/she shall be paid at the same salary step from which demoted unless the employee has already attained a salary step with a higher rate of pay in which case he/she shall be paid at the first salary step which is the same as his/her present rate of pay.

e. Working Out of Classification

If an employee works on Acting Assignment to a higher classification pursuant to a written order from Management, the employee shall be paid **at the first salary step which is at least one full step higher than the employee's regular rate of pay** for all hours so worked, computed to the nearest full hour. An employee shall not normally receive Acting Assignment Pay for Sick Leave, Vacations or Holidays unless it is otherwise specifically provided for in the written order. Such assignment shall not exceed a period of twelve (12) consecutive months. Where consistent with the needs of the service, the Acting Assignment must be offered to the most senior qualified employee in the appropriate classification as determined by Management.

If the Acting Assignment is refused by the senior qualified employee, Management shall attempt to assign the next most senior qualified employee who is readily available to perform the work. If Management cannot find an employee to fill the Acting Assignment, Management may assign the least senior qualified employee who may not refuse the assignment. Any dispute over such assignment may be appealed to and resolved by the Labor Relations Office. However, any bargaining unit employee may refuse an Acting Assignment to a position which is outside the bargaining unit.

When an employee is regularly assigned for part of his/her time to work that falls in another classification, the nature of the work and the amount of time on such assignment will be a proper consideration in establishing the classification of his/her position. If a formal training program to upgrade employees' skills is put into effect, those employees who apply and qualify for such training will be paid at the rate of their regular job during such training period, and it is understood that the training program will not be utilized by Management as a means to subvert the intent of the Acting Assignment provisions of this Article. As soon as possible before such program is put into effect, the Union President will be advised of the approximate number of employees in the program and of its approximate duration.

f. Transfers

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

g. 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 that step which is equal to or closest to the rate paid prior to demotion or reclassification, unless the employee is serving a promotional probationary period. In such case the employee shall be returned back to the rate of pay they were at immediately preceding the promotion.

Section 5. Effective Date of Changes in Compensation

All changes in compensation shall be effective on the date of the event giving rise to the change.

Section 6. Application of the H Step to Promotion and Acting Assignment

- A. The H steps shall not be used for promotion.
- B. The H steps are to be used for acting assignment, under the provisions of section 4(e) above, if:
 - (1) The employee was hired on or after October 12, 1977;
 - (2) The pay range of the classification to which the employee is being placed on acting assignment has eight (8) salary steps listed in Appendix B; and,
 - (3) Placement in either the H1 or H2 step of the pay range of the classification the employee is being placed on acting assignment will provide at least one (1) full step higher pay.

ARTICLE 20. LONGEVITY PAY

Section 1. Purpose. The following provisions shall govern the assignment of longevity pay steps to employees of the City.

Section 2. Definitions

- a. Longevity Pay shall mean a salary additive payment based on length of continuous service paid periodically to employees, adjusted at specified intervals in accordance with the following schedule:

Effective January 1, 1993:

<u>Service Years</u>	<u>Amount</u>	<u>Longevity Pay Step</u>
5 through 9	\$250 per year	L1
10 through 14	\$420 per year	L2
15 through 19	\$600 per year	L3
20 through 24	\$750 per year	L4
25 and over	\$925 per year	L5

- b. Longevity Qualification Date shall mean the date on which an employee completes five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service.
- c. Longevity Earning Date shall mean 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. Continuous Service shall mean service uninterrupted by resignation or discharge.

Section 3. Payment of Longevity Pay

- a. Longevity Pay shall be paid on a separate check based on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.

- b. Longevity Pay shall be for the period of service from June 1 to November 30, payable within the first fifteen (15) days in December and December 1 to May 31, payable within the first fifteen (15) days in June.

Section 4. Effect of Layoff and Leave of Absence on Longevity Qualification Date

- a. An unpaid Leave of Absence or a layoff of sixty (60) days or less shall not postpone the longevity qualification date of an employee.
- b. An unpaid Leave of Absence (except military) or layoff in excess of sixty (60) days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

Section 5. Effect of Termination on Longevity Pay

- a. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated time basis for the full calendar months served.
- b. An employee absent from service due to Leave of Absence or unpaid leave shall receive longevity pay on a pro-rated time basis for the full calendar months served, and it shall be payable upon the return to service of such employee.
- c. Employees who work twelve (12) or more days in any calendar month shall earn longevity credit for that month.

ARTICLE 21. VACATIONS

Section 1. Definitions

- a. Service shall mean any period of time for which an employee receives wages.
- b. Vacation Day shall mean a period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.
- c. Work Week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- d. Continuous Service shall mean service, as defined by "a" above, uninterrupted by resignation or discharge.

Section 2. Vacation Allowance

- a. An employee with less than five (5) years of continuous service shall earn one (1) work day of vacation for each calendar month of service to a maximum of twelve (12) work days per year.
- b. Two (2) work days of vacation will be credited to each permanent employee who has completed their entrance probationary period.

- c. On the first day of each calendar year following completion of his/her fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulative each year) of vacation so that on January 1st following his/her nineteenth (19th) year of continuous service an employee may be eligible for a total of twenty-seven (27) work days of vacation as follows:

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

- d. An employee shall become eligible for one-twelfth (1/12) of his/her vacation allowance under subparagraphs "a" and "b" above each calendar month in which he/she works twelve (12) or more days.

Section 3. Use of Vacation

- a. Vacation shall be scheduled with due regard for seniority, employee preference and needs of the service. After May 1 of each year, an employee who has not used his/her seniority to select a vacation period shall not be permitted to use his/her seniority to require another employee to give up his/her previously scheduled vacation period.
- b. The use of accrued vacation shall be charged to the nearest one-tenth (1/10) of an hour.
- c. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one calendar year to another. Any earned vacation in excess of forty (40) days shall be considered void. As an exception, an employee may maintain a balance of up to sixty-eight (68) days between the period of January 1st and November 30th of each calendar year.

- d. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- e. Combining of vacation and compensatory time off shall be allowed on approval of the employee's Department or Division Head.
- f. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half (½) day for all unused vacation up to a maximum of forty (40) work days (eight [8] work weeks) or a maximum of sixty-eight (68) days if paid off between January 1 and August 31, provided that in the event termination is caused by the death of the employee, the maximum payment limitation shall not apply.
- g. One (1) vacation day may be used at the employee's discretion on the day of occurrence of the employee's birthday or thirty (30) days following the occurrence at the employee's discretion in order to observe the birthday as a full day off.

Section 4. Vacation Pay Advance

An employee going on vacation, who so requests, shall be paid in advance and shall make a pay assignment to the City Comptroller in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations.

ARTICLE 22. HOLIDAYS

Section 1. Holiday Pay

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

Section 2. Holidays

- a. The following shall be general paid holidays for employees:

January 1	Veterans' Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4	December 25
Labor Day	

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government unless the parties agree otherwise.

The parties agree to discuss the holiday schedule for those units where employees desire to have their holiday schedule modified for holiday observance on days other than designated in this Article. Upon request by the Union, such meeting shall take place in August of each year unless otherwise mutually agreed.

- b. Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday.

- c. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday.
- d. In the event December 25 (Christmas Day) falls on Saturday, the Christmas Eve Holiday shall be considered as the immediately preceding Thursday. In the event December 25 (Christmas Day) falls on Monday, the Christmas Eve holiday shall be considered as the immediately preceding Friday.
- e. All City employees shall be credited with the number of hours in their normal work shift for each of the above holidays except as further provided herein; provided that no employee shall receive credit for more than eleven (11) holidays in any calendar year.
- f. To be eligible for holiday pay credits, an employee shall have worked his/her scheduled workday immediately preceding and immediately following any general paid holiday.
- g. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- h. On general paid holidays only those employees shall be on duty whose services are necessary.

Section 3. Method of Compensation for Holiday Work

- a. Employees eligible for overtime pay as provided in the overtime provisions who are required to work on a general paid holiday shall be paid at one and one-half (1½) times their hourly rates for such hours worked, in addition to the number of work hours credited as provided in "e" above. This premium pay shall be paid to the nearest one-tenth (1/10) of an hour.
- b. If any of the above holidays fall on an employee's regular day off, the employee will be credited with the number of work hours for such day as provided in "e" above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- c. General paid holidays shall not be charged as vacation or sick leave.
- d. Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no pay for that day.

ARTICLE 23. SICK LEAVE

Section 1. Definitions

- a. Immediate Family shall be the following: spouse, child, parents, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, brother-in-law or sister-in-law of the employee (grandparents-in-law, not to exceed four occurrences).
- b. Service shall mean any period of time for which an employee receives wages.

- c. Supplemental Employment shall mean a paid off-duty job, including self-employment covered by sick leave benefits, health and accident insurance, Workers' Compensation or any combination thereof.

Section 2. Sick Leave Accumulation

- a. For service prior to July 1, 1966, sick leave shall be accumulated on the basis of five-sixths (5/6) of a day of sick leave for each full calendar month of service. For service thereafter, an employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works twelve (12) or more complete days.
- b. Unused sick leave days shall accumulate from year to year to an unlimited amount.

Section 3. Recording Use of Sick Leave

Effective March 23, 2005, sick leave including all doctor or dentist appointments shall be charged to the nearest one-tenth (1/10) of an hour.

Section 4. Permitted Uses - Bereavement and Sick Leave

a. Regular Use

An employee shall be entitled to use his/her accumulated paid sick leave for any absence necessitated by his/her personal illness or by off-duty injury, not incurred in supplemental employment, upon application approved by his/her Department or Division Head.

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. In the case of a child who is incapable of self-care because of a permanent mental or physical disability, the requirement that he/she be a minor child is waived.

b. Emergency Use

(1) An employee shall be 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 shall include son-in-law and daughter-in-law.

(2) An employee shall be 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 Head. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.

c. Vacation Use

An employee shall be entitled to use his/her accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by his/her Department or Division Head and subject to substantiation as hereinafter provided.

d. Compensatory Time and Vacation Use

An employee shall be entitled to use his/her accumulated compensatory time and/or vacation in lieu of paid sick leave upon application approved by his/her Department or Division Head.

Section 5. Excluded Uses

a. Paid sick leave shall not be authorized:

- (1) For personal injury incurred in supplemental employment.
- (2) The parties agree that the sick leave provisions of Article 23 of the Labor Agreement between the City of Grand Rapids and the Grand Rapids Employees Independent Union shall not apply in the following circumstances: No benefits shall be paid to any employee claiming said benefits if the employee is found to have performed any work while on sick leave. For purposes of this stipulation, the term "any work" shall not include such work activity in and around the home of the employee when said work is not detrimental to recovery from the illness or injury causing the absence as determined by the City Physician.

Section 6. Substantiation

An employee shall substantiate the use of sick leave by such reasonable means as his/her Department or Division Head may require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

Section 7. Physical Examination

An employee on authorized absence for more than ten (10) 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 Physician. In the event of a dispute, the question shall be subject to the grievance procedure and the grievance shall be presented at the Step 1 level.

Section 8. Unpaid Sick Leave

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

Section 9. Pay for Unused Sick Leave

Unused accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days at the rate of One Dollar (\$1.00) per day times the years of continuous service for employees retiring, and at the rate of Fifty Cents (50¢) per day times the years of continuous service for persons resigning.

As an alternative to the one dollar (\$1.00) per day payment for unused sick leave 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 the payoff provisions 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 and 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 28, Section 1(f).

Section 10. Notification

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

Section 11. Conversion of Sick Leave to Personal Leave

- a. An employee with five (5) or more years of continuous service may convert up to forty (40) hours of accumulated paid sick leave to personal leave on January 1st of each calendar year after achieving that length of service. At the time of conversion the employee must have accumulated sick leave in his/her accrual bank as follows:
 - (1) At a minimum three hundred and sixty (360) hours if the employee has five (5) or more years of continuous service, but less than ten (10) years of continuous service; or
 - (2) At a minimum seven hundred and twenty (720) hours if the employee has ten (10) or more years of continuous service.
- b. At the end of each calendar year the employee's sick leave balance shall be checked to determine if he/she qualifies for conversion of accumulated paid sick leave to personal leave. If the employee's balance meets the requirements set forth above, the sick leave shall be converted in an amount which will bring the personal leave bank balance to forty (40) hours. Converted sick leave cannot be credited to the employee's personal leave bank if it will raise his/her balance above forty (40) hours.
- c. Personal leave which has been credited to the employee's leave bank must be taken in a minimum increment of one (1) hour. Personal leave may be used for unforeseen circumstances and is subject to supervisory approval based upon the needs of service.

- d. Unused personal leave at the end of the calendar year shall remain in the employee's accrual bank. If the employee meets the conversion requirements set forth above at that time, additional sick leave shall be converted to bring the leave bank to a balance of forty (40) hours.
- e. If personal leave remains in the employee's accrual bank at the time of separation from employment or at a time when the employee is appointed to a position which is not eligible for such a benefit, the unused hours shall be converted to sick leave. Any payoff of such hours shall be made in accordance with the provisions of Section 9 above.

ARTICLE 24. HUMANITARIAN CLAUSE

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he/she cannot perform his/her regular job, Management will make every effort to place the employee in a position that he/she is physically and mentally able to perform; in so doing, Management will attempt to place the employee in a position as close as possible to his/her previous wage level. The promotional provisions of Article 12 shall not be construed as a bar to appointing an individual under this provision to a classification with a higher maximum range.

Section 2. The parties agree to form a committee to review and develop a light duty work program. The Union and Management will each designate three individuals to serve on this committee. The committee will develop a plan to maximize the use of employees who have become disabled. The plan will be submitted to the City and the Union by January 1, 1988.

ARTICLE 25. LEAVE FOR UNION FUNCTIONS

Section 1. Management will grant a total of twenty-eight (28) days of leave of absence with pay per year for members of the Union to attend functions of the Union, provided such leave is requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement, and any balance shall be carried over to a successor Agreement.

ARTICLE 26. JURY LEAVE

Section 1. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay (excluding pay received due to the occurrence of a holiday under Article 22 - Holidays, Section 2e and Section 3b), employees shall assign to the City all other remuneration received for jury duty during the same period excluding mileage and meal allowances.

Section 2.

- a. It is understood that employees who work second and third shift may from time to time be called to serve on jury duty. The work periods on those shifts do not necessarily result in working time lost when an employee serves on jury duty. If

an employee is faced with having to request time off from scheduled work hours that do not coincide with the jury duty, the City agrees to change the scheduled work periods of those second and third shift employees to make the hours coincide with the days when jury duty is required. Such adjustment shall be carried out upon advance request by the employee.

- b. Changes in work periods shall be considered to be on a day-to-day basis unless the employee is provided prior notice that the jury duty will require a definite number of consecutive days. In cases where the employee has been notified of required consecutive days of jury duty, the request for adjustment shall cover the entire period.
- c. If the period requested by an employee on jury duty exceeds five (5) consecutive days, the Union hereby agrees to waive the provisions of Article 14-Shift and Schedule Preference, Section 3b for the affected employee.
- d. If a second or third shift employee has been selected for jury duty, is serving on a day-to-day basis, and is excused for a particular work day, that employee shall be expected to work his/her regular work shift on that workday. Such employee may request time off and utilize vacation, compensatory time off, or may be excused unpaid at the sole discretion of the supervisor.

ARTICLE 27. INSURANCE

Section 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 Summary Plan Document (for the City of Grand Rapids Unified Health Care Plan). Management shall, at its expense, provide a group hospital, medical, vision, surgical insurance and dental insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.

Premium Sharing Contribution: 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 retirees who have not become eligible for Medicare or similar national health insurance benefits. In the fall of each year, the City receives an actuarial report that contains two separate calculations. The first calculation (which is to be used to set the rate of the active and retiree premium sharing contributions) is the estimated cost to provide health care coverage to its active employees, retirees who have not become eligible for Medicare or similar national health insurance benefits, and their eligible dependents for the upcoming year. The second calculation (which does not affect the rate of the active and retiree premium sharing contribution and is included here solely for reference) is the estimated cost to provide health care coverage to the retirees who are

age sixty-five (65) and older, or who have become eligible for Medicare or other similar national health insurance benefits, 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 1st of the upcoming calendar year. Employees shall be required to pay 1/26th of their percentage portion of the annual health care cost each bi-weekly pay period.

The employee health care premium contribution payment effective the pay day of May 26, 2009, shall be \$56.08 gross amount each bi-weekly pay period. The employee health care premium contribution payment effective the pay day of August 4, 2009, 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 at the end of the business day 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 employee health care premium contribution effective the pay day of August 3, 2010 shall be the actual 10%.

Voluntary Health Savings Account Plan: The City reserves the right to create an alternate high deductible health care plan with a City sponsored Health Savings Account (HSA) and offer that plan on a voluntary basis to active employees after consultation with the Union.

Effective May 26, 2009, the following changes shall be made to the coverage provided under the City's health care plan:

- a. The office visit co-pay shall be increased to \$20 from \$10 which shall be applied to doctor's office visits, chiropractic services (consultations and subsequent adjustments and treatments), and behavioral health (mental health) office visits.
- b. Employee dependent coverage under this Article shall be limited, in the case of a child or children of the employee, from date of birth until the end of the calendar year in which the dependent reaches his/her nineteenth (19th) birthday, unless the dependent is a full time student (carrying twelve [12] or more credit hours per semester or academic term) in which case the dependent coverage shall last until the end of the calendar year in which the dependent reaches his/her twenty-third (23rd) birthday, or the end of the calendar year in which the dependent reaches his/her twenty-fourth (24th) birthday at the employee's option due to tax consequences in the calendar year in which a full time student reaches age twenty-four (24).
- c. When using prescription drug benefits for which there is an alternative over-the-counter substitute for proton pump inhibitors (PPI drugs), H2 blockers (H2 receptor antagonists), non-sedating antihistamines, and/or non-steroidal anti-inflammatory drugs (NSAID), an over-the-counter alternative drug must first be prescribed and utilized. 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, then the coverage will provide the drug with the appropriate generic or brand name co-payment.
- d. 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 for him/her while the City's plan would be secondary.

- e. There shall be 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 co-pay for the brand shall be increased to \$40 and the \$10 co-pay for generic shall be increased to \$20) 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.

Section 2.

- a. Management shall, at its expense, provide a Fifty Thousand Dollars (\$50,000) cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City Human Resources Department. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. 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 Management, except that any employee who is granted a leave of absence because of disability or an approved maternity leave 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.

- b. 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 Management and the amount of benefits which would be payable under the Workers' Compensation Act would amount to less than Fifty Thousand Dollars (\$50,000), Management shall make a lump cash payment equal to the difference between the amount of Fifty Thousand Dollars (\$50,000) and the total Workers' Compensation benefits to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.
 - (1) For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management 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 [presently 500 weeks], (b) medical expenses payable, (c) burial expenses payable, and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.

- (2) For the purpose of computing the "total Workers' Compensation benefits," the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Workers' Compensation Act shall be considered wholly dependent upon the deceased employee.
 - (3) Provisions of this Section 2.b. 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.
- c. No benefits shall be payable under this Section unless written application for such benefits is filed with Management 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.
 - d. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under Subsection "a" 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 City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of Fifty Thousand Dollars (\$50,000).
 - e. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, 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.
 - f. No determination, presumption, or finding made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workers' Compensation Act nor shall the same be an admission of liability under said Act.
 - g. No action at law or in equity 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 Management pursuant to Subsection "c".

Section 3.

- a. 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. Retired 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 Summary Plan Document (for the City of Grand Rapids Unified Health Care Plan). It is agreed that Management will pay the hospitalization insurance premium for the retiree and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for Medicare or similar national health insurance benefits provided that: 1) the employee retires with thirty (30) years of service and is at least 50 years old; or 2) the employee is at least 62 years old and has eight (8) years of service; or 3) the employee is disabled pursuant to the provisions of the pension ordinance.
- b. Employees who have met the vesting requirements of the City's defined benefit pension system on or before June 1, 2009, shall continue to be covered in the City's Defined Benefit retiree health care system, prior to become eligible for Medicare or similar national health care benefits, under the following terms and conditions:

(1) Employer contribution to health insurance plan

The City will make a contribution toward the percentage portion of the cost of the service and disability retiree health insurance, prior to becoming eligible for Medicare or similar national health care benefits, not covered by the retiree direct contribution (the "City Contribution") based upon the number of completed months of credited service the retiree had with the City as of their date of retirement. The minimum eligibility for any City Contribution towards retiree health insurance costs is 96 months of credited service with the amount the City will contribute increasing by each additional complete month of credited service as shown below.

Thirty (30) Year Accrual (at .29167% per month) Vesting
at 96 Complete Months of Credited Service

96 Months	23.0%
108 Months	26.5%
120 Months	30.0%
132 Months	33.5%
144 Months	37.0%
156 Months	40.5%
168 Months	44.0%
180 Months	47.5%
192 Months	51.0%
204 Months	54.5%
216 Months	58.0%
228 Months	61.5%
240 Months	65.0%
252 Months	68.5%
264 Months	72.0%
276 Months	75.5%
288 Months	79.0%

300 Months	82.5%
312 Months	86.0%
324 Months	89.5%
336 Months	93.0%
348 Months	96.5%
360 Months	100%

The amount of their actual months of credited service notwithstanding, the City Contribution for disability retirees and for retirees other than disability or deferred retirees, prior to becoming eligible for Medicare or similar national health care benefits, who retire at or after age 62 will be calculated as if the retiree had 360 months of credited service. In the event that the retiree does not have sufficient months of credited service to receive a City Contribution equal to 100% of the City's percentage portion of the retiree health insurance cost, the retiree or the eligible surviving spouse of the deceased eligible retiree, prior to becoming eligible for Medicare or similar national health care benefits, will be required to pay the remainder of the City's percentage portion of the retiree health insurance cost in addition to the retiree's direct contribution amount

During the period from March 24, 2009 through June 30, 2010, the City will apply a transition accrual schedule that will provide employees who retire, prior to becoming eligible for Medicare or similar national health care benefits, within that period an accrual of 0.33333% per complete month of credited service, with a maximum accrual of 100% at twenty-five (25) years of credited service as shown below.

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	44.4%
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%

(2) Deferred retirees

As of March 24, 2009, individuals who at the time of leaving City employment do not begin receiving a retirement benefit payment from the

defined benefit retirement plan are not eligible to continue to participate in the City's health care plan except as provided under COBRA and are not eligible for any City contribution toward retiree health care costs. Deferred retirees may not re-enter the City's health care plan at a later date.

- (3) Service and disability retirees
Employees who retire as service retirees or disability retirees, prior to becoming eligible for Medicare or similar national health care benefits, are eligible to continue to participate in the City of Grand Rapids group health care plan. 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 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).
- (4) Beginning date for retiree health insurance coverage
Service retirees can begin receiving retiree health care benefits, prior to becoming eligible for Medicare or similar national health care benefits, age 50 with 30 years of credited service or at the applicable City pension system's age and service retirement at their earned percentage (this is 100% at 25 years of credited service under the transition accrual as scheduled if applicable). Disability retirees can begin receiving retiree health care benefits, prior to becoming eligible for Medicare or similar national health care benefits, when the disability retiree begins to draw a disability pension.
- (5) Retiree health care plan for retiree health care plan benefits, prior to becoming eligible for Medicare or similar national health care benefits
For employees who retire after March 24, 2009, the health care plan for retirees, prior to becoming eligible for Medicare or similar national health care benefits, shall be the same as provided to active employees including deductibles, co-payments, co-insurance, and benefit design changes, as those benefits may be changed through negotiations between the parties.
- (6) Retiree health care premium sharing contribution, prior to becoming eligible for Medicare or similar national health care benefits
The premium sharing contribution to be paid by age and service and disability retirees, prior to becoming eligible for Medicare or similar national health care benefits, who retire on or after March 24, 2009, shall be the same as those paid by active employees, as those benefits may be changed through negotiations between the parties. The retiree health care premium sharing payment would be applied uniformly without regard to the category of coverage (i.e. single retiree, retiree and one dependent, and retiree and two or more dependents, prior to becoming eligible for Medicare or similar national health care benefits or upon reaching age 65. The cost would be defined as the blended rate for all active employees

and retirees, prior to becoming eligible for Medicare or similar national health care benefits or upon reaching age 65.

Active employees who retire on or before March 31, 2010, shall not be required to pay the premium sharing contribution for the retiree health insurance plan, prior to becoming eligible for Medicare or similar national health care benefits.

- c. If a member who retires after January 1, 1997, under the above provisions dies prior to becoming eligible for Medicare or similar national health insurance benefits, the City shall provide insurance coverage at its cost for the member's dependents until such time as the member would have become eligible for Medicare or similar national health insurance benefits. In addition, such coverage will also be provided if an active employee had reached 20 years of service at the time of his/her death.
- d. In the event the Unified Health Plan ceases to exist: those employees who retired prior to July 1, 1999 (the plan's implementation date), will revert to the vested health benefit levels which they retired under; those employees who retire during the Unified Health Plan period of July 1, 1999 to December 31, 2002, vest at the health insurance benefit levels which existed for their bargaining unit on June 30, 1999, the last day prior to the implementation of the Unified Health Plan on July 1, 1999; those employees who retire during the period of January 1, 2003 to December 31, 2006, shall vest at the health insurance benefit levels which existed on the date of his/her retirement.
- e. Coverage under the City's retiree health care plan, prior to becoming eligible for Medicare or similar national health care benefits, is limited to those individuals who are the spouse and/or qualified dependents of the retiree at the time he/she begins receiving a pension allowance. In the case of a disability retirement granted in accordance with the provisions of Section 1.209.1 of the City of Grand Rapids General Retirement System Ordinance, the spouse and qualified dependents of the retiree (at the time the disability retirement is granted by the Board) shall be eligible for retiree health care benefits until the time the retiree reaches or would have reached eligibility for Medicare or similar national health care benefits. If the retiree and the spouse at the time of retirement should have further children after retirement, such children by birth and/or adoption shall also be considered to be a qualified dependent for the first two (2) of such births and/or adoptions only. No further qualified dependents may be added due to birth and/or legal adoption after the retiree reaches age fifty (50).
- f. The spouse and eligible dependents of a deceased retiree continue to be eligible for coverage under the City's retiree health care plan through the time that the retiree would have reached eligibility for Medicare or similar national health care benefits, provided that the retiree was participating in the retiree health care plan at the time the retiree died. The surviving spouse shall be eligible for City contributions toward the payment of retiree health care plan premium costs on the same basis that the retiree was eligible. Eligibility for continued coverage in the City retiree health care plan, prior to the time the deceased retiree would have become eligible for Medicare or similar national health care benefits, and City contributions towards the payment of retiree health care plan premiums shall end if the former spouse becomes married to another individual or is covered by health care coverage under the plan of another employer.

Section 4. Health Plan Opt-Out Program

- a. Active 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 health plan coverage.
- b. Participating employees who opt out will receive 50% of the amount of the active employee health care cost, net of 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 divided by 12 equals \$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 deposited in any City authorized deferred compensation programs (ICMA 457 plan).
- c. 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 health plan coverage.
- d. Every individual employed by the Employer must be covered by health insurance.
- e. The effective date for this opt-out program is April 1, 2005, with annual enrollment being done in December of every year. A special enrollment shall be made available in 2005 as soon as administratively possible.

Section 5. Joint Subcommittee

The City and the Union 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 lifestyle and general health education programs.

Section 6. Retiree Health Savings Account (RHSA)

- a. New hires
Employees hired on or after March 24, 2009, shall be eligible after six (6) months of service only for a defined contribution retiree health care savings account. To aid employees in making their Employee Contribution to their Retiree Health Care Savings Account (RHSA), their Employee Contribution shall step up on employee's anniversary date coinciding with their step increases to permit them to provide increasing Employee Contributions in accordance with the following:
 - (1) After six (6) months of service, new hires shall make contributions at the annual rate of \$375 (\$14.42 gross per bi-weekly payroll) for six (6) months during which time the City shall make contributions at the annual rate of \$750, payable in bi-weekly pay period increments (i.e. \$28.85 gross per payroll).

- (2) For the next one (1) year of service, the employee shall make contributions at the annual rate of \$750 (\$28.85 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,500 payable in bi-weekly pay period increments (i.e. \$57.69 gross per payroll).
- (3) For all years thereafter, the employee shall make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).

Employees hired on or after March 24, 2009, shall vest in the City funded portion of defined contribution retiree health care system upon meeting the vesting requirements for the City's defined benefit pension system. If employees hired on or after March 24, 2009, separate from City employment prior to vesting in the City pension system, they will only be entitled to receive employee contributions and investment earnings on those employee contributions from their defined contribution retiree health care savings account.

The administrator of the retiree health savings plan was selected by the City after consultation with the GREIU.

b. Mandatory conversion

Employees hired before March 24, 2009, who have not met the vesting requirements for the City's defined benefit pension system on or before June 1, 2009, shall be eligible only for a defined contribution retiree health care savings account. These employees shall receive an initial City Contribution into their Retiree Health Savings Account that shall be actuarially determined based on the present value of their future benefit as of July 1, 2008, with calculations updated to reflect the employee's age and pension eligible date as of October 21, 2008. This Initial City Contribution will be the greater of:

- The actuarially determined present value of the accrued benefit multiplied by 90%. This result will be multiplied by a percentage determined by reducing 100% by .5% (one half of one percent) for each month that the employee is below the age of 62;
- or
- The actuarially determined present value of the accrued benefit multiplied by 90%. This result will be multiplied by a percentage determined by dividing the months of service as of March 24, 2009.

This account will also be funded with on-going contributions as follows:

- (1) The employee will make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll).
- (2) The City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).

If these employees separate from City employment, they shall, in accordance with IRS regulations and plan provisions, be entitled to receive the Initial City Contribution to their defined contribution retiree health care savings account, the

annual City contributions, their annual employee contributions, and all investment earnings from their defined contribution retiree health care savings account when they leave City employment.

Phase-in of employee contributions to their defined contribution retiree health care savings account: There will be no employee contribution during the six (6) month period after March 24, 2009; and the employee contribution during the period six (6) months after September 24, 2009 through March 24, 2010 shall be \$500.

c. Voluntary conversion to defined contribution plan

All employees hired on or before March 24, 2009, that have not been required to convert to the defined contribution health care plan shall be given the option to convert to the defined contribution health care plan. The conversion must occur on or before November 24, 2009. The conversion amount shall be the greater of:

- 5% of the actuarially determined present value of the accrued benefit;

or

- the actuarially determined present value of the accrued benefit multiplied by 90% multiplied by a percentage determined by reducing 100% by .5% (one half of one percent) for each month that the employee is below the age of 62. On-going contributions for those who voluntarily convert to a retiree health savings account shall be at an annual rate of \$1,750 by the City in bi-weekly pay period increments (\$67.30 gross per payroll) and at an annual rate of \$1,000 by the employee (\$38.46 gross per bi-weekly pay period).

ARTICLE 28. PENSION

Section 1. The pension plan as amended 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 Union 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 Union.

- a. Effective 1/1/90, the pension ordinance shall be amended to reduce the present five (5) years final average salary factor to three (3) years. Such amendment shall apply to employees of record who retire on or after 1/1/90.

- b. Thirteenth Check Pension Supplement

A supplement to the pension benefit currently received by retirees 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. The 13th check shall be eliminated for all employees who retire on or after March 24, 2009, but those retirees would be considered as eligible retirees for purposes of determining how the 13th check is calculated and distributed. A one percent (1%) non-compounding pension escalator for retirees who have been retired for at least four (4) years shall be applied to all employees who retire on or after March 24, 2009. For example, you are a retiree whose annual pension allowance is \$40,000. Upon reaching four (4) years of retirement, your annual pension allowance would have increased by \$400. This would then result in your annual pension allowance being \$40,400. Your annual pension allowance would subsequently increase as follows:

5 Years of Retirement:	\$40,800
6 Years of Retirement:	\$41,200
7 Years of Retirement:	\$41,600

- c. Effective 1/1/90, the pension ordinance shall be amended to permit employees to purchase prior military service time at their sole total expense in accordance with the formulae and procedure outlined in the memorandum from the actuary.
- d. Effective 1/1/97, the following improvements were negotiated to the pension plan:
 - (1) Increase in multiplier from 2.4% to 2.5% (raising the employee contribution from 3.00% to 3.28%).
 - (2) Improvement in spousal death in service retirement benefit.
 - (3) Improvement in spousal benefit for employees with over 40 years of service.
- e. Effective December 1998, an employee may purchase up to 24 additional months of credited service in increments of one month by contributing a percentage of the member's annual rate of compensation at the time of such purchase. Any such periods of purchased credited service shall be recognized solely for the purpose of computing the member's life allowance as provided in Section 1.205 of the General Pension System and not for determining eligibility for a benefit or for any other purpose. The purchase rate, expressed as a percentage of compensation, shall be the age and service cost component of the normal cost as determined by the system's actuary.
- f. Effective January 1, 2005, the multiplier shall be increased from 2.5% to 2.7%. There shall 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. Such cap is the product of the years of credited service times the multiplier. The employee contribution rate shall be raised from 3.28% to 3.89% effective January 1, 2005.

ARTICLE 29. UNIFORMS AND TOOL PURCHASE REIMBURSEMENT

Section 1. Management will initially issue, at its expense, five (5) sets of uniforms (uniforms to mean one shirt and one pair of trousers). Employees will be issued uniforms within fourteen (14) days following completion of their entrance probationary period. Following the initial issue, uniforms will be replaced on an as-needed, fair wear and tear basis. Employees issued uniforms shall be required to wear the uniform as a

continuing condition of employment. Uniforms will not be worn on a day when an employee is off duty. Employees will be offered a choice of cotton or "stay pressed". Refuse Collection, Motor Equipment and Sewer Maintenance employees will be furnished with rental uniforms, in lieu of the standard uniforms. Employees in the classification of Meter Reader and Parking Violations Checker may, at their option, elect to be issued two (2) pairs of shorts in lieu of two (2) pairs of trousers.

Section 2. Any employee whose duties expose his/her clothing to unusual wear or unusual possibility of damage may choose to be issued and wear a uniform as provided above.

Section 3. Except as otherwise provided in this Article, present practices with respect to uniforms shall be continued. Identified employees listed with the Labor Relations Office will be provided with boots in accordance with current City practices.

Section 4. Employees holding the classification of Fleet Operations Instructor, Fleet Operations Analyst, Machinist, Carpenter, Autobody Repair Mechanic, Lead Equipment Mechanic, Heavy Equipment Mechanic or Light Equipment Mechanic whose tools are not furnished by Management shall be reimbursed for tools purchased for the performance of assigned duties up to a maximum of one-hundred and fifty dollars (\$150.00) per calendar year. Employees seeking reimbursement shall provide a copy of the purchase receipt to their immediate supervisor and shall be reimbursed within thirty (30) calendar days.

Section 5. When an employee leaves City employment, he/she shall turn in all of his/her Management issued uniforms then in his/her possession and all tools, safety equipment, other equipment, insignia, decals, and other similar materials, issued to him/her prior to his/her receiving his/her final paycheck.

Section 6. The City will provide, on a one-time basis, Carhartt bib overalls for the Parks and Recreation Department employees who are assigned to work outside. At the end of this contract period the Parks and Recreation management will evaluate the need to continue to supply these overalls on an as needed basis. The Carhartt bib overalls shall be made available within forty-five (45) days of March 23, 2005.

ARTICLE 30. MILITARY SERVICE VETERANS

Section 1. The reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the reemployment.

Section 2. In the event that a City employee is called to active military service, the City shall continue to provide paid health and hospitalization insurance for the employee's covered dependents for a period of up to one (1) year.

ARTICLE 31. WORKERS' COMPENSATION

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly earnings, excluding overtime. 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.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workers' Compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE 32. BULLETIN BOARDS

Section 1. Management shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members. Upon request by the Union, a bulletin board will be put up within a reasonable period of time.

Section 2. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Union Executive Committee will be posted thereon. Management will call to the attention of the Union President or Vice President any posted material it considers objectionable and he/she will have the material removed if it is inconsistent with the spirit of this Article.

ARTICLE 33. NO DISCRIMINATION

Section 1. The parties hereto agree that they shall not discriminate contrary to state or federal law. There will be no discrimination against any employee because of his/her duties as a Union official, steward, or committee member.

Section 2. Management and the Union acknowledge their continuing responsibility to carry on equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their abilities.

ARTICLE 34. MAINTENANCE OF STANDARDS

Section 1. Management agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 35. AUTHORIZED REPRESENTATIVES

Section 1. Any action by any Management or Union official named herein may be exercised by his/her duly authorized representative.

ARTICLE 36. SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement are subject to approval by duly authorized representatives of Management and the Union.

ARTICLE 37. VALIDITY

Section 1. If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

ARTICLE 38. SAFETY

Section 1. The present safety program will be continued during the life of this Agreement. Departmental or Divisional Safety Meetings for all personnel will be held each month at times scheduled by Management, and the primary purpose for said meeting shall be for reviewing safety matters. A Management designee will be present during such meetings. Minutes of such meetings shall be filed with the Safety Program Supervisor and Union appointed representatives. Union representatives on the Central Safety Committee may authorize exceptions to the monthly meetings.

The Union and the City will cooperate in the continuing objective to eliminate accidents and health hazards. The City shall furnish to each of its employees a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to the employees. The City shall provide adequate first aid to all employees during working hours.

Section 2. Protective Devices, Wearing Apparel and Equipment

- a. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the City in accordance with practices now prevailing.
- b. When the City extends the use of protective apparel to new areas or issues new rules relative to the use of protective apparel, the matter will be reviewed by the involved Department Head and the Union departmental Safety Representative.
- c. When the City intends to purchase new protective devices, personal protective equipment or apparel, it shall consult with the Central Safety Committee.
- d. Protective devices, wearing apparel and equipment shall be reviewed by the Central Safety Committee and listed in a safety book and shall be revised and brought up to date twice each year by the Central Safety Committee.
- e. The City shall make reasonable provisions for the proper cleaning and maintenance of all safety equipment.

Section 3. Union Safety Representation

- a. The Union appointed members (3) of the Central Safety Committee shall be allowed reasonable time paid at their regular rate during regularly scheduled work day to confer with the City's Risk Manager on matters affecting particular

employee safety problems, upon notification and approval of their immediate supervisor outside of the bargaining unit. The "Special Meeting and Grievance Pass for Union Officials" form shall be used by the Union appointed members of the Central Safety Committee in connection with the purposes of this Section. Copies of all accident reports involving bargaining unit members shall be provided to the Union.

The Union Safety Chairperson will have access to any area where City employees are working at any time of the day or night after notification and approval of the City Risk Manager, if possible, or the available supervisor of the particular work site, and such access shall be scheduled as soon as possible.

- b. Area Planning Committee
Each department shall have one Union appointed Safety Representative.
- c. By mutual agreement the parties will review and modify the allocation of safety representatives for the various work areas.

Section 4. Safety Complaints Procedure

- a. An employee who believes that he/she has a complaint or problem concerning safety or health shall first discuss it with his/her Foreperson. If the matter is not resolved as a result of such discussion, the foreperson, employee, and departmental Safety Representative will promptly meet to discuss the matter in an attempt to resolve the problem. In the event that the matter is not resolved, the employee shall fill out a Safety Observation Report, Form 2001 (8/82), and send it to the City's Risk Manager and a copy to the Union Safety Chairperson. The City Risk Manager shall investigate and respond in writing to the employee as expeditiously as possible and send a copy of the response to the Department Head and the Union Safety Chairperson. If the matter is not resolved, the Union Safety Chairperson may present the problem or complaint to the Central Safety Committee or subcommittee for review and recommendation to the City Manager or his/her designated representative. If the matter remains unresolved, the employee or the Union may file a grievance or complaint with MIOSHA.
- b. After notification to and approval from his/her Foreperson as to where the Union designated Safety Representative is going, he/she may leave his/her work area to visit other areas in this area of responsibility on problems of safety only. The Safety Representative shall notify the supervisor of the area where he/she is entering and shall report back to his/her Foreperson upon returning to his/her work area.

Section 5. Joint Safety Inspections

Safety inspections of work areas shall be scheduled by the City's Risk Manager. The Union shall be represented on any inspection that tours a work area used by members of this bargaining unit. The Union's representative shall be the Union designated representative of the affected area. A written report shall be made of the findings on the inspection tour and copies shall be furnished to the Union Safety Chairperson and the President of the Grand Rapids Employees Independent Union.

Section 6. Accident Review Procedure

The City's Risk Manager and the Union Safety Chairperson shall conduct joint investigations of any accident involving the death of an employee or serious disabling

injury causing potential extended periods of disability or permanent disability. The City's Risk Manager shall prepare a written report of the accident investigation findings. Such report shall be amended to incorporate any supplemental or exception report of the Union Safety Chairperson or any employee or Management employee involved. Such investigation shall be completed as soon as possible. A copy of the final accident investigation report shall be filed with the Central Safety Committee and the Union President for review and advisory recommendation to the City Manager.

Section 7. Disputes

It is the intent of the Parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question, and that the Union or an employee who believes that he/she is being so required shall have the right to:

- a. File a grievance at the first step of the grievance procedure or a MIOSHA complaint, with such a grievance being given preferred attention; or
- b. Relief from the job without loss of his/her right to return to such job, and at the City's discretion, assignment to any other job at the same rate-of-pay as may be available, provided, however, that no employee other than communicating the facts relating to the safety of the job, shall take any steps to prevent another employee from working on the job.

Once an employee has exercised his/her right to relief from the job, he/she shall remain with the Foreperson in the vicinity of the job while the safety of the job is in question. It shall be the responsibility of the Foreperson to notify the City's Risk Manager and the Union Safety Chairperson immediately.

Once relief has been requested and proper notification has been given to the City and the Union, an employee will not be docked pay for more than one hour. If the City's Risk Manager, or his/her designated representative, is not present within the hour, the employee shall be reassigned to another job as provided above, until such time as both the Union and the City safety representative have arrived. If the safety representatives agree that the job is not unsafe or unhealthy beyond the normal hazard inherent in the operation in question, the employee will return to the job.

- c. If the City's Risk Manager and the Union Safety Chairperson are unable to agree, then the matter shall be subjected to the grievance procedure or MIOSHA complaint procedure. If the condition is determined to be unsafe, the employee shall be paid for any lost wages.

ARTICLE 39. CAR ALLOWANCE AND PARKING

Section 1. Employees properly authorized and directed by Management to use their personal automobiles in the performance of City business shall be paid in accordance with Administrative Policy #69-03, as it may be amended from time to time by the City Manager, for such use.

Section 2. Management agrees to provide free parking space for all bargaining unit employees who are employed in the City Hall, Justice Building, and Police Headquarters and who drive their personal automobile to work.

Section 3. The City will reimburse employees for equipment operation license endorsements required by Management.

Section 4. Employees who qualify according to the IRS rules will be allowed to pay for parking in the City ramps on a before tax basis. This will apply to employees who pay for parking and receive a parking card from Parking Services.

This agreement will not change the terms and conditions of available parking for employees and it applies to parking only and not any other aspect of this IRS section.

The City will implement this benefit within sixty (60) days of March 23, 2005.

ARTICLE 40. ENTIRE AGREEMENT

Section 1. During negotiations, each party had the right to make proposals with respect to all bargainable matters. This sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, except as such bargaining is provided for herein.

Section 2. The Union 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 in this voluntary settlement. The re-opener would not be applicable if a more favorable benefit is contained in an Act 312 award or if the imposed changes or voluntary settlement as a total package is equivalent to this voluntary settlement.

ARTICLE 41. TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M. on June 30, 2010. The parties agree to begin negotiations on the amendment modification, extension and/or renewal of this Agreement between April 1 and April 15, 2010.

Based on the arbitration award for grievances #31-08 and #32-08, the labor agreement for January 1, 2003 through December 31, 2006 was determined to have continued in effect for the period of January 1, 2007 through December 31, 2008. This labor agreement is in effect for the period of January 1, 2009 through June 30, 2010.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the

amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, Grand Rapids, Michigan, and if to Management, or to any such address as the Union or the Management may make available to each other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 30th day of November, 2009.

CITY OF GRAND RAPIDS

By [Signature]
George K. Heartwell, Mayor

By [Signature]
Lauri S. Parks, City Clerk

GRAND RAPIDS EMPLOYEES INDEPENDENT UNION

By [Signature]
Philip Pakiela

By [Signature]
John Good

By [Signature]
Matt Pocsi

By [Signature]
Greg Brouwer

By [Signature]
Karen Stager

By [Signature]
Dave Karcis

WITNESSES:

[Signature]
C. THOMPSON

APPROVED FOR MAYOR'S SIGNATURE

[Signature]
DEPARTMENT OF LAW

APPROVED FOR MAYOR'S SIGNATURE:

APPENDIX A
LETTERS OF UNDERSTANDING

1. SICK LEAVE BENEFITS

This will confirm the understanding reached during our recent negotiations concerning abuses by some employees of sick leave benefits.

The City has proposed various restrictions on the future use of such benefits because it is felt some employees in the past were abusing those rights. After discussion of various individual cases with the Union, it appears that while the majority of the City employees have made proper use of those benefits, some employees have abused them. Rather than penalizing the many in order to prevent future abuses by those few, the City withdrew its proposals to restrict the use of sick leave with the specific understanding, however, that the Union will cooperate with the City in various administrative and disciplinary methods to control and eliminate future abuses of sick leave benefits.

2. LAYOFF

The purpose of this letter is to clarify that portion of Article 13, Section 3, having to do with a demotion or transfer in lieu of layoff.

In the event an employee has been sent a notice of layoff, that employee will be asked to report to the Human Resources Department for the purpose of reviewing the employee's personal qualifications in connection with placement in another unit position for which the employee is qualified and has greater seniority than the least senior person currently in the position.

If the unit position for which the employee has interest and possesses the necessary qualifications is in the competitive class, the employee will be subjected to the regular Civil Service Examination for the position for the purpose of confirming qualification for the position. A passing grade on the test will be required in order to establish qualification.

3. JOB SECURITY AND WELFARE

The City acknowledges the legitimate concern of the Union over the job security and welfare of its members. During negotiations, the parties reviewed in depth the financial condition of the City and subsequent limiting effects upon negotiations. The Union expressed its concern and the City agreed in principal that the Grand Rapids Employees Independent Union unit employees should not be asked to forego wage and benefit increases and in addition absorb a disproportionate loss of jobs as a result of any adverse Act 312 arbitration awards to public safety units. However, the City reserves the right and responsibility to determine the most appropriate allocation of resources in the best interests of the community, as decided by the City Commission. Consistent with such ultimate right and responsibility, the City will take into consideration the terms of this settlement along with other appropriate factors as determined by the City Commission.

4. REPAYMENT OF OVERPAYMENT BY CITY

During the 1982 negotiations, the Union expressed a concern that, on occasion, employees receive an overpayment of money from the City. When this occurs, it is necessary for the employee to make arrangements to repay the sum owed to the City. It is agreed that the arrangements made in this event will not cause an undue hardship to the employee and will provide the employee with the opportunity to repay the amount in question over a reasonable period of time. Such repayment shall be made in accordance with all applicable statutes.

5. CALL BACK STIPULATION

- A. The call back provision shall be applicable only in the case where an employee has both punched out and actually left City premises without knowing of the need for the work involved.
- B. The call back provision shall be applicable in the case where an employee who is on the City's premises before his/her regular starting time without as yet having punched in for that shift, is assigned work by Management to be done before his/her regular starting time.
- C. Call back pay shall start one-half (½) hour prior to the time the employee reports for duty.

6. STIPULATION ON FORTY (40) HOUR WEEK

In consideration of the above terms and conditions, the City will not reduce the work week below forty (40) hours in lieu of layoffs.

7. STAND-BY ARRANGEMENTS

During the 1982 negotiations, the parties endeavored to identify the department/divisions and classifications affected by the standby arrangements referred to in Article 14, Section 4.

Water Service Repair

Water Service Worker I
Water Service Worker II
Water Service Specialist

Signals and Lighting

Lineworker I
Lineworker II
Line Foreperson
Electrician I
Signals Electronics Tech. I
Signals Electronics Tech. II
Traffic Signal Electrician

8. **ARBITRATORS**

The parties hereby set forth this understanding of the procedure which may be used to mutually select an arbitrator under the provisions of Article 9, Section 3, Step 3.B.a.

Using the following list of arbitrators, the parties shall alternately strike names until one name remains:

Elliot Beitner
Mario Chiesa
Theodore St. Antoine

Anne Patton
Patrick McDonald

The arbitrator shall be contacted and asked if he/she would be willing to accept the appointment. The parties may, upon mutual agreement, utilize an arbitrator not included on the above list. If the arbitrator declines the appointment, the procedure shall be repeated. This Memorandum shall not serve to prevent either party from rejecting all names on the list and proceeding with or insisting on the filing with the American Arbitration Association, FMCS, or MERC (with MERC as an option being conditioned upon mutual agreement).

9. **NO SMOKING IN CITY VEHICLES AND CITY OFFICE BUILDINGS**

During negotiations in 2003-05 the parties agreed to phase out smoking in City vehicles and City office buildings as follows:

1. Effective September 1, 2005, there shall be no smoking in City owned or leased vehicles.
2. Effective June 1, 2006, there shall be no smoking in City owned or leased office buildings.

The parties agree to establish a committee consisting of equal numbers of management and Union appointees to design, with the assistance of City paid consultants, a smoking cessation and education program which shall be made available under the Unified Health Plan. The committee shall also review and make recommendations to the City Manager on any issues which arise out of the implementation of the no smoking policy as provided in items #1 and #2 above. It is understood that the City shall make amendments to Administrative Policy 86-04 which will be consistent with this Letter of Understanding.

10. **TUITION REIMBURSEMENT**

The City will attempt to equitably distribute available resources from the tuition reimbursement appropriation. Bargaining unit employees shall be eligible for not more than four (4) classes per year subject to funding. The parties understand that use of the term "reimbursement" herein means the payback for any actual monies expended by the employee for the class(es) taken.

11. **SUPPLEMENTAL INSURANCE FUND**

Effective January 1, 1990, the City shall contribute .5% of the unit base payroll annually to the supplemental insurance fund. Such fund shall be administered by

the Grand Rapids General Retirement System Pension Board of Trustees, in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance shall be developed by the parties in conjunction with the 13th Pension Check Committee, as provided above on behalf of Grand Rapids Employees Independent Union bargaining unit members only.

12. NATURAL PROGRESSION

A. During the 1991-92 negotiations between the City of Grand Rapids and the Union (GREIU), the implementation of the PAS Wage Study revealed that PAS recommended a number of jobs for in series promotion. The Union recognized the need for training and embraced the proposal to create training programs. A window period of one (1) year from 1/1/92 to 1/1/93 will be used to develop these programs. The program and its criteria will be in operation for the affected class titles as follows:

- (1) Equipment Operator I
- (2) Maintenance Assistant I
- (3) Building Maintenance Mechanic I
- (4) Utility Maintenance Mechanic I
- (5) Wastewater Plant Operator I
- (6) Water Plant Operator I
- (7) Water Service Worker I
- (8) Lineworker I
- (9) Meter Reader I
- (10) Groundskeeper I
- (11) Laboratory Technician I
- (12) Real Property Appraiser I
- (13) Chemist I
- (14) Planner I
- (15) Draftsperson I
- (16) Assistant Sewer Maintenance Worker
- (17) Plant Assistant I
- (18) Sign Fabricator I

B. This codifies the parties' mutual intent for application of the natural progression program as outlined in item A. above. The following terms describe the parties' interpretation:

- (1) The parties acknowledge that a long term understanding has existed when a layoff occurs for any job in a natural progression series that those employees in the learning classification level have been and will be laid off first before those at the journey person level.
- (2) The understanding in paragraph 1 of this document shall continue to be in effect except for any current employee who was in a natural progression series job at the training level as of 1/1/92. If the employee has not yet advanced or completed probation at the journey level position, he/she shall, in the event of layoff involving his/her classification, have priority status over a journey person with lesser seniority. Said "trainee" then shall not be subject to displacement by a less senior employee in the journey classification. It is the specific intent of this provision to prevent a more senior employee who has been in a natural progression series job at the

training level since January 1, 1992, from being laid off by an employee with less seniority at the journey level of the classification.

- (3) It is understood that paragraph (2) is only applicable to those individuals who were in the natural progression program as of January 1992 and who selected to participate in the training program.

- C. The parties agree that a joint committee comprised of Union and Management representatives may annually review the natural progression checklists for any needed modifications. The representatives will set up periodic meetings as the need arises to monitor any concerns related to the program.

It shall be management's responsibility to provide the affected employee(s) in the natural progression program with a copy of the checklist and explain the process to the employee. It shall be management's and the employee's responsibility to make every effort to successfully complete the tasks.

If a natural progression job requires an employee to possess a specific license or certification, the employee must obtain such within a two and one-half (2 ½) year period from the time he/she is eligible to test for such license or certification. An employee who fails to meet this standard within that time period shall be laid off from that classification.

After the employee completes the task list, a copy of the completed list shall be placed in the employee's personnel file.

13. OVERTIME CALL OUTS

This memorandum interprets the contractual obligations regarding overtime call outs.

- A. Employees off work on compensatory time are treated the same as if they are on vacation.
- B. Employees are not to be called for overtime while on vacation. Employees are considered to be on vacation (and not available for a call) as follows:

- Vacation period of less than five (5) days: Vacation shall begin at the time eight (8) hours prior to the start of the normal work shift and end at the time eight (8) hours following the end of the normal work shift for which the employee has scheduled vacation **and all periods in between** including holidays and weekends.
- Vacation or vacation and holiday of five (5) consecutive days or more: vacation shall begin at the end of the shift prior to the beginning of the vacation period and end at the beginning of the next regularly scheduled work shift following the vacation period.

As an example, if an employee was scheduled for a three (3) day vacation from Monday through Wednesday with the subsequent Thursday and Friday being holidays, the overtime call out procedure would be to consider the employee as being on vacation from the end of the shift on Friday preceding the vacation to the beginning of the shift on Monday following the vacation.

14. JOB SECURITY AND SUBCONTRACTING (LIMITED TO THE TERM OF THE 2002 COLLECTIVE BARGAINING AGREEMENT)

- A. The City will not contract out any permanent positions currently in the GREIU bargaining unit in either the Waste Water Treatment or Water Distribution Divisions (including repair and filtration).
- B. No GREIU bargaining unit member will be laid off as a direct result of the elimination of permanent positions by contracting work currently performed by the bargaining unit employees. Further, an employee(s) displaced by contracting will maintain his/her current wage until placed (either voluntarily or involuntarily) in a position with the same salary range as the job from which they were displaced, or until the employee voluntarily requests placement in a position with a lower salary range.

15. CIVIL SERVICE EXAM REVIEW PANEL

The parties agree to establish a joint panel for reviewing Civil Service Examination appeals regarding the appropriateness of test questions. The panel shall consist of two members appointed by the Human Resources Department and two members appointed by the GREIU. Panel members will be selected by their expertise in the testing area and will vary according to test content. Appeals will be considered by the panel provided that at least 50% of the examinees incorrectly answered the particular question being appealed.

16. IRS FLEXIBLE BENEFIT PLAN (CHILD CARE ACCOUNT)

The parties agree that if and when the payroll computer system is upgraded sufficiently to provide the capability for additional employee directed deductions, they will meet to discuss the possibility of implementing an IRS Section 125 Flexible Benefit Plan to allow employees to establish a child care account on a pre-tax basis.

17. JOB CLASSIFICATION REVIEWS

During 2003-05 negotiations between the City of Grand Rapids and the GREIU, the parties agreed to have the Human Resources Department review individual employees who had previously submitted a request to the Union in the following positions within the departments identified:

<u>POSITION</u>	<u>DEPARTMENT</u>
Building Inspector I	Neighborhood Improvement
Cashier II	City Treasurer
Electrical Inspector I	Neighborhood Improvement
Electrical Inspector II	Neighborhood Improvement
Financial Assistant I	Water System/Lake Plant
Financial Assistant I	Water System/Coldbrook Pumping
Fire Hazard Inspector	Fire/Fire Prevention
Groundskeeper II	Parks and Recreation
Groundskeeper III	Parks and Recreation
Housing Inspector I	Neighborhood Improvement*

<u>POSITION</u>	<u>DEPARTMENT</u>
Light Equipment Mechanic	Motor Equipment Services*
Mechanical Inspector I	Neighborhood Improvement
Office Assistant I	Police/Support Services
Office Assistant I	Police/Investigative Services
Office Assistant II	Water System/Administration
Office Assistant III	Human Resources*
Office Assistant IV	Water System/Customer Service
Parking Meter Service Worker	Parking Services
Parking Violations Checker	Parking Services
Plumbing Inspector I	Neighborhood Improvement
Public Accounts Collector	City Treasurer
Refuse Packer Operator	Streets and Sanitation
Right of Way Agent	Engineering*
Tree Trimmer II	Streets and Sanitation/Forestry
Utility Maintenance Mechanic III	Water System/Coldbrook Pumping
Utility Maintenance Mechanic III	Water System/Lake Plant
Utility Maintenance Mechanic III	Environmental Protection/WWTP
Water Meter Repair Worker II	Water System/Meter Maintenance
Welder	Motor Equipment Services
Office Assistant I	Police/Support Services
Various Classifications	Water System/Lake Plant (HazMat Team)

The parties further agree to protect the incumbents of the above identified positions should the reviews result in the reclassification of any of the positions.

The City has abolished the following positions that are marked in the above listing with an asterisk (*):

<u>POSITION</u>	<u>DEPARTMENT</u>
Housing Inspector I	Neighborhood Improvement
Light Equipment Mechanic	Motor Equipment Services
Office Assistant III	Human Resources
Right of Way Agent	Engineering

The Union has objected to abolishment of various positions. The parties, without waiving their respective position with regard to the City's ability to abolish these positions, agree that if the positions are re-established for any reason in the future the agreed upon reviews shall be carried out at the time the positions are created and filled by the identified incumbents. In such event, the incumbents shall be protected if such classification reviews result in a reclassification of the listed positions.

18. SENIORITY

The parties have reached the following agreement regarding the application of Article 12, Section 2c in the event that an employee's appointment is rescinded during the probationary period. The employee shall be returned to the last previous position in which he/she held permanent status provided that the position is open, filled on an acting assignment basis, or filled by an employee in a trial or probationary period. If the position no longer exists or is filled by an employee who has achieved permanent status in the position, the right to return to the

position shall be determined on the basis of the seniority/bumping provisions of the Collective Bargaining Agreement.

19. PERFORMANCE EVALUATION SYSTEM

The City and the Union agree to explore the possibility of forming a joint committee to work on the replacement or work on making modifications to the current performance evaluation system used for bargaining unit members.

20. UNIFIED HEALTH PLAN CHANGES 2004/2005

UNIFIED HEALTH PLAN CHANGE ACCEPTANCE

On April 29, 2004 the bargaining units with the exception of the Grand Rapids Employees Independent Union (GREIU) submitted a signed counter proposal to the City of Grand Rapids which was accepted as a part of the negotiated contract settlements by those Unions. Effective April 1, 2005, the GREIU accepts the same health care plan benefits and co-payments changes, and changes to other components of the Unified Health Plan as the other Unions agreed to during their negotiations.

This signed acceptance of the above referenced changes shall be attached to the Health Care Plan Proposal of April 29, 2004, and shall signify that all of the signatories of the combined documents have now accepted the changes outlined in the original document. Wage increases listed on the original document shall not apply to the GREIU, and are superseded by the language of Article ~~XVIII~~ 18-Wages, Section 1.

For the Grand Rapids Employees Independent Union

Philip Pakiel

**Health Care Plan Proposal
April 29, 2004**

The city bargaining units listed below present the following counter proposal:

Section 1: Wages (Minimum Wage Increases)

<u>Calendar Year*</u>	<u>Fiscal Year**</u>
2003: 0%	2004: 0%
2004: 2% (Minimum)	2005: 2% (Minimum)
2005: 3% (Minimum)	2006: 3% (Minimum)

Section 2: Health Care Plan Benefits and Co-payments

Prescription Drug Co-pays	\$10/\$20 co-pay	\$ 967,790.00
Emergency Room Visit (Co-pay waived if admitted to hospital)	\$150 co-pay	\$ 199,371.00
Co-Insurance (Applies to inpatient and outpatient hospital care services only)	10% @ \$500 Max per Family per Year	\$ 551,202.00
Office Visit	\$10 per visit	\$ 99,685.00
Chiropractic (Co-pay applies to all consultations and subsequent adjustments and treatments)	\$10 per visit	\$ 138,880.00
Mental Health	\$10 per visit	\$ 65,520.00
		\$ 2,022,448.00

Section 2 (B): Other Components of the Health Care Plan

1. Add the eleven (11) disputed benefits to the plan.
2. Eliminate the \$50,000 discretionary fund.

Proposal Submitted by the Following Bargaining Units

APAGR

GRPCOA

IAFF

GRPOLC

GRPD COMMUNICATIONS

EMERGENCY COMMUNICATIONS SUPERVISORS
TEAMSTERS 406

Joseph [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Michael J. [Signature]

Dated

April 29, 2004

jls

21. JOINT COMMITTEE ON ADDRESSING ECONOMIC CONDITIONS AND MUTUAL INTERESTS

In consideration of the City and the Union withdrawing (on a non-precedent setting basis) a number of proposals during the 2009 negotiations, both parties agree to establish a joint committee made up of three (3) voting members each to discuss matters of mutual interest, including but not limited to budgetary concerns. Either party may add one (1) additional non-voting member to assist the committee for a particular meeting.

The parties reserve their rights and respective positions regarding any matters before the joint committee. The fact that a matter is or may be before the joint committee does not preclude either party from taking whatever action it deems appropriate under the terms of the collective bargaining agreement.

Disputes which may arise between the parties as to the interpretation and/or application of the provisions of this letter of understanding may not be submitted to arbitration through the contractual grievance procedure (Article 9).

APPENDIX B
CLASSIFICATION INDEX

CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Accountant I	605	21A	8
Accounts Adjustment Coordinator	107	17A	8
Accounts Receivable Coordinator	112	21A	8
Administrative Secretary	185	15A	8
Air Pollution Control Inspector	523	18A	8
Air Pollution Control Officer	524	22A	8
Archivist	156	23A	8
Assessment Records Specialist	125	18A	7
Assistant Sewer Maintenance Worker	412	10A	7
Assistant Water System Mechanic	427	12A	7
Building Inspector I	513	19A	8
Building Inspector II	514	22A	8
Building Maintenance Mechanic I	398	13A	7
Building Maintenance Mechanic II	399	16A	7
Carpenter	445	16A	7
Cashier I	105	8A	8
Cashier II	106	11A	8
Certified General Appraiser	164	24A	8
Chemist I	673	19A	8
Chemist II	674	23A	8
Code Compliance Officer I	168	15A	8
Code Compliance Officer II	169	19A	8
Code Compliance Officer III	170	22A	8
Collections Agent	104	16A	8
Community Development Assistant	126	16A	8
Custodian	316	10A	7
Customer Services Specialist	190	18A	7
Draftsperson I	913	13A	8
Draftsperson II	914	17A	8
Draftsperson Specialist	912	20A	8
Electrical Inspector I	516	19A	8
Electrical Inspector II	517	22A	8
Electrician I	459	17A	7
Electrician II	460	22A	8
Employee Benefits Assistant	137	15A	8
Engineering Assistant I	918	16A	8
Engineering Assistant II	919	22A	8
Engineering Office Admin. Specialist	116	20A	8
Equipment Operator I	325	10A	7
Equipment Operator II	326	14A	7
Financial Assistant I	108P	13A	8
Financial Assistant I	108	11A	8
Financial Assistant II	109	13A	8
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APPENDIX B
CLASSIFICATION INDEX

CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Fire Hazard Inspector	802	18A	8
Fleet Operations Analyst	454	21A	7
Fleet Operations Instructor	452	21A	7
Graphic Illustrator	907	17A	8
Greenskeeper	396	17A	8
Groundskeeper I	393	9A	7
Groundskeeper II	394	12A	7
Groundskeeper III	395	15A	7
Heavy Equipment Mechanic	456	17A	7
Historic Preservation Specialist	535	23A	8
Housing Rehab Specialist I	139	19A	8
Housing Rehab Specialist II	140	22A	8
Income Tax Examiner	608	21A	8
Instrument Technician	458P	19A	7
Instrument Technician	458	18A	7
Investment Analyst	121	21A	8
IT Support Specialist	563	21A	8
Laboratory Technician I	925	14A	8
Laboratory Technician II	926	16A	8
Land Surveyor	909	26A	8
Lead Equipment Mechanic	457	19A	7
Licensing Coordinator	520	21A	8
Light Equipment Mechanic	455	16A	7
Line Foreperson	424	20A	7
Lineworker I	422	13A	7
Lineworker II	423	17A	7
Machinist	443	17A	7
Maintenance Assistant I	409	7A	7
Maintenance Assistant II	410	10A	7
Master Plumber	450	22A	7
Mechanical Inspector I	505	19A	8
Mechanical Inspector II	506	22A	8
Meter Reader I	320	10A	7
Meter Reader II	321	12A	7
Meter Reader Specialist	322	16A	7
Office Assistant I	178	7A	8
Office Assistant II	179	10A	8
Office Assistant III	180	12A	8
Office Assistant IV	181	15A	8

APPENDIX B
CLASSIFICATION INDEX

CLASSIFICATION TITLE	CODE NO.	RANGE NO.	SALARY STEPS
Parking Facility Attendant I	301P	9A	7
Parking Facility Attendant I	301	5A	7
Parking Meter Serviceworker	310	11A	7
Parking Violations Checker	805P	9A	8
Parking Violations Checker	805	7A	8
Personal Property Tax Auditor	603	22A	8
Personnel Records Assistant	138	16AB	7
Planner I	707	20A	8
Planner II	708	23A	8
Planning Aide	960	9A	8
Plant Assistant I	404	10A	7
Plant Assistant II	407	12A	7
Plumber	449	17A	7
Plumbing Inspector I	507	19A	8
Plumbing Inspector II	508	22A	8
Predictive Maintenance Technician	439	18A	7
Public Accounts Collector	103	16A	8
Radio Technician	947	17A	8
Real Property Appraiser I	161	15A	8
Real Property Appraiser II	162	19A	8
Real Property Appraiser III	163	23A	8
Refuse Packer Operator	324P	18A	8
Refuse Packer Operator	324	14A	7
Right-of-Way Agent	904	20A	8
Right-of-Way Agent	904F	23AB	8
Senior Graphic Illustrator	908	22A	8
Senior Sewer Maintenance Worker	418	16A	7
Senior Water System Mechanic	432	19A	7
Sewer Camera Monitor Operator	415	16A	7
Sewer Maintenance Worker I	413	12A	7
Sewer Maintenance Worker II	414	14A	7
Sidewalk Inspector	503	15A	8
Sign Fabricator I	451	10A	7
Sign Fabricator II	461	13A	7
Sign Fabricator III	462	16A	7
Sign Inspector	519	17A	8
Signals Electronics Tech. I	440	17A	7
Signals Electronics Tech. II	441	22A	7
Special Events Aide	328	15A	7
Storekeeper I	166	12A	8
Storekeeper II	167	14A	8
Streets & Sanitation Crew Leader	411	16A	7

APPENDIX B
CLASSIFICATION INDEX

<u>CLASSIFICATION TITLE</u>	<u>CODE NO.</u>	<u>RANGE NO.</u>	<u>SALARY STEPS</u>
Traffic Engineer	649	24A	8
Traffic Systems Programmer	903	21A	8
Traffic Technician	901	16A	8
Tree Surgeon	392	15A	7
Tree Trimmer I	390	12A	7
Tree Trimmer II	391	15A	7
Trench Inspector	501	16A	8
Utilities Crew Leader	431	16A	7
Utility Locator	419	14A	7
Utility Maintenance Mechanic I	435	12A	7
Utility Maintenance Mechanic II	436	16A	7
Utility Maintenance Mechanic III	437	18A	7
Vehicle Service Worker	307	9A	7
Wastewater Plant Operator I	405	12A	7
Wastewater Plant Operator II	406	16A	7
Water Meter Repairworker I	428	10A	7
Water Meter Repairworker II	429	13A	7
Water Plant Operator I	402	12A	7
Water Plant Operator II	403	16A	7
Water Plant Operator III	408	20A	7
Water Pollution Control Inspector	521	21A	8
Water Pollution Control Officer	522	26A	8
Water Quality Specialist	401	19A	7
Water Service Specialist	425	18A	7
Water Service Worker I	416	12A	7
Water Service Worker II	417	14A	7
Water System Mechanic	430	16A	7
Welder	438	16A	7

HISTORICAL CLASSIFICATIONS

Abstract Clerk	147	13A	8
Arena Mechanic	434	17A	7
Autobody Repair Mechanic	447	16A	7
Building Maintenance Mechanic III	400	19A	7
Cemetery Sales & Marketing Coord.	340	19A	8
Civil Engineer I	648	22A	8
Copy Center Operator	153	7A	8
Economic Development Assistant	736	18A	8
Employment Services Specialist	233	18A	8
Equipment Service Worker	308	12A	7
Fire Education Specialist	804	23A	7
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APPENDIX B
CLASSIFICATION INDEX

<u>CLASSIFICATION TITLE</u>	<u>CODE NO.</u>	<u>RANGE NO.</u>	<u>SALARY STEPS</u>
<u>HISTORICAL CLASSIFICATIONS CONTINUED</u>			
Housing Inspector I	527	17A	8
Housing Inspector II	531	20A	8
Income Tax Field Auditor	111	16A	8
Landscape Architect	704	26A	8
Lead Custodian	317	12A	7
Maintenance Painter	448	16A	7
Parking Facility Attendant II	302	10A	7
Parking Meter Repairworker	433	12A	7
Parking Violations Leadworker	806	12A	8
Planning Technician	706	8A	8
Property Inspector	512	12A	8
Radio Maintenance Mechanic	946	12A	8
Section 8 Specialist I	133	15A	8
Section 8 Specialist II	134	19A	8
Security Guard	314	10A	7
Sound Technician	453	15A	7
Stage Manager	333	18A	7
Traffic Signal Electrician	444	17A	7
Zoning Inspector II	511	22A	8
Zoning Inspector	510	17A	8

All persons within their original Civil Service probationary period are represented for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, except for discipline and discharge for reasons other than Union activity. Any claim involving allegations of illegal discrimination by a terminated probationary employee may be filed with the City Labor Relations Department. The Labor Relations Department will conduct a review and file a report concerning the allegation, a copy of which shall be sent to the employee and the Union.

Excluded Employees

All persons employed in the City Manager's Office.

Secretaries/Assistants to the following:

Assistant City Manager	Fire Chief
Director of Human Resources	Police Chief
City Comptroller	Chief Financial Services Officer
Chief Services Officer	Director of Downtown Development Authority
Director of Labor Relations	

All persons who hold emergency interim, provisional, seasonal, or temporary appointments.

APPENDIX C
CLASSIFICATION SERIES LIST
(Per Article 13, Section 3)

It is the intent that the following list is a guide and is not intended to limit the opportunity for transfer or demotion in lieu of layoff.

603	Personal Property Tax Auditor	22A
605	Accountant I	21A
608	Income Tax Examiner	21A
112	Accounts Receivable Coordinator	21A
121	Investment Analyst	21A
107	Accounts Adjustment Coordinator	17A
109	Financial Assistant II	13A
108P	Financial Assistant I	13A
108	Financial Assistant I	11A
106	Cashier II	11A
105	Cashier I	8A
563	IT Support Specialist	21A
506	Mechanical Inspector II	22A
505	Mechanical Inspector I	19A
524	Air Pollution Control Officer	22A
523	Air Pollution Control Inspector	18A
908	Senior Graphic Illustrator	22A
912	Draftsperson Specialist	20A
907	Graphic Illustrator	17A
914	Draftsperson II	17A
913	Draftsperson I	13A
396	Greenskeeper	17A
395	Groundskeeper III	15A
394	Groundskeeper II	12A
393	Groundskeeper I	9A
443	Machinist	17A
438	Welder	16A
445	Carpenter	16A
399	Building Maintenance Mechanic II	16A
138	Personnel Records Assistant	16AB
137	Employee Benefits Assistant	15A

411	Streets and Sanitation Crew Leader	16A
462	Sign Fabricator III	16A
328	Special Events Aide	15A
324/324P	Refuse Packer Operator	14A/18A
326	Equipment Operator II	14A
461	Sign Fabricator II	13A
451	Sign Fabricator I	10A
410	Maintenance Assistant II	10A
409	Maintenance Assistant I	7A
708	Planner II	23A
707	Planner I	20A
960	Planning Aide	9A
164	Certified General Appraiser	24A
163	Real Property Appraiser III	23A
162	Real Property Appraiser II	19A
392	Tree Surgeon	15A
391	Tree Trimmer II	15A
390	Tree Trimmer I	12A
116	Engineering Office Administrative Specialist	20A
125	Assessment Records Specialist	18A
190	Customer Service Specialist	18A
126	Community Development Assistant	16A
181	Office Assistant IV	15A
185	Administrative Secretary	15A
180	Office Assistant III	12A
179	Office Assistant II	10A
178	Office Assistant I	7A
167	Storekeeper II	14A
166	Storekeeper I	12A
103	Public Accounts Collector	16A
104	Collections Agent	16A
909	Land Surveyor	26A
649	Traffic Engineer	24A
919	Engineering Assistant II	22A
904/904F	Right-of-Way Agent	20A/23AB
918	Engineering Assistant I	16A
501	Trench Inspector	16A
522	Water Pollution Control Officer	26A
674	Chemist II	23A
521	Water Pollution Control Inspector	21A
401	Water Quality Specialist	19A
926	Laboratory Technician II	16A

140	Housing Rehabilitation Specialist II	22A
520	Licensing Coordinator	21A
139	Housing Rehabilitation Specialist I	19A
514	Building Inspector II	22A
170	Code Compliance Officer III	22A
513	Building Inspector I	19A
169	Code Compliance Officer II	19A
802	Fire Hazard Inspector	18A
519	Sign Inspector	17A
168	Code Compliance Officer I	15A
517	Electrical Inspector II	22A
441	Signal Electronic Technician II	22A
460	Electrician II	22A
516	Electrical Inspector I	19A
440	Signal Electronic Technician I	17A
459	Electrician I	17A
947	Radio Technician	17A
450	Master Plumber	22A
508	Plumbing Inspector II	22A
507	Plumbing Inspector I	19A
449	Plumber	17A
458P	Instrument Technician	19A
458	Instrument Technician	18A
903	Traffic Systems Programmer	21A
901	Traffic Technician	16A
431	Utilities Crew Leader	16A
418	Senior Sewer Maintenance Worker	16A
415	Sewer Camera Monitor Operator	16A
414	Sewer Maintenance Worker II	14A
413	Sewer Maintenance Worker I	12A
432	Senior Water System Mechanic	19A
425	Water Service Specialist	18A
430	Water System Mechanic	16A
417	Water Serviceworker II	14A
429	Water Meter Repairworker II	13A
416	Water Serviceworker I	12A
427	Assistant Water System Mechanic	12A
428	Water Meter Repairworker I	10A
322	Meter Reader Specialist	16A
321	Meter Reader II	12A
408	Water Plant Operator III	20A
403	Water Plant Operator II	16A
402	Water Plant Operator I	12A

452	Fleet Operations Instructor	21A
454	Fleet Operations Analyst	21A
457	Lead Equipment Mechanic	19A
439	Predictive Maintenance Technician	18A
456	Heavy Equipment Mechanic	17A
455	Light Equipment Mechanic	16A
406	Wastewater Plant Operator II	16A
407	Plant Assistant II	12A
404	Plant Assistant I	10A
307	Vehicle Service Worker	9A
437	Utility Maintenance Mechanic III	18A
436	Utility Maintenance Mechanic II	16A
435	Utility Maintenance Mechanic I	12A
424	Line Foreperson	20A
423	Lineworker II	17A
422	Lineworker I	13A
316	Custodian	10A
310	Parking Meter Serviceworker	11A
301P	Parking Facility Attendant I	9A
805P	Parking Violations Checker	9A
805	Parking Violations Checker	7A
301	Parking Facility Attendant I	5A

APPENDIX D
UNION STEWARDS

The Union shall designate stewards as indicated below not to exceed the maximum number for each area.

<u>Area</u>	<u>Maximum</u> <u>Stewards</u>	
Public Works Services	11	2 chief
Community Enrichment Services	3	1 chief
Development Center, Planning, Administrative, & Fiscal Services	4	1 chief
Miscellaneous	7	2 chief
 TOTAL	 25	

Public Works Services

- Street Maintenance and Forestry
- Environmental Protection – Wastewater, Environmental Protection Office Staff, Stormwater, and Air Pollution
- Environmental Protection – Sanitary Sewer Maintenance and Storm Sewer Maintenance
- Streets & Sanitation – Refuse Collection, Streets & Sanitation offices
- Purchasing – Central Stores and Information Technology
- Traffic Safety, Traffic Engineers, Traffic Signals, Street Lighting, and Sign Shop
- Water – Lake Michigan Filtration
- Water – Coldbrook Control Center and Distribution Center
- Water – Customer Service and Meter Maintenance
- Water – Engineering and Field Operations, Fleet Operations Instructor
- Facilities & Fleet Maintenance
- Parking Services, Meter Operations, Facilities Operations, Facilities Maintenance and Enforcement

Community Enrichment Services

- Parks and Recreation
- Cemeteries

Development Center, Neighborhood Improvement, Planning, Administrative, & Fiscal Services

- 1120 Monroe
- Police and Fire Non-Uniform
- Retirement System Office
- Assessor, Engineering, Income Tax, Budget, Purchasing, Comptroller, Economic Development, Downtown Development Authority
- City Clerk's, City Treasurer's, Community Development, City Attorney's, Human Resources

The provisions of Appendix D shall be subject to adjustment upon mutual agreement between the parties as a result of City reorganization or shift changes, if such provisions are determined to be inadequate.

APPENDIX E
NONUNIFORMED EMPLOYEE BARGAINING UNIT
ANNUAL SALARY SCHEDULE
(With Rounded Hourly Equivalent Rates)

EFFECTIVE JANUARY 1, 2007 THROUGH MARCH 23, 2009

SALARY RANGE NO.	H	A	B	C	D	E	F
1A	\$22,364 10.7518	\$23,737 11.4119	\$24,555 11.8053	\$25,347 12.1861	\$26,086 12.5415	\$26,852 12.9097	\$27,935 13.4302
2A	\$23,129 11.1198	\$24,555 11.8053	\$25,347 12.1861	\$26,086 12.5415	\$26,852 12.9097	\$27,935 13.4302	\$28,674 13.7855
3A	\$23,895 11.4881	\$25,347 12.1861	\$26,086 12.5415	\$26,852 12.9097	\$27,935 13.4302	\$28,674 13.7855	\$29,677 14.2679
4A	\$24,616 11.8345	\$26,086 12.5415	\$26,852 12.9097	\$27,935 13.4302	\$28,674 13.7855	\$29,677 14.2679	\$30,681 14.7503
5A	\$25,321 12.1734	\$26,852 12.9097	\$27,935 13.4302	\$28,674 13.7855	\$29,677 14.2679	\$30,681 14.7503	\$31,658 15.2200
6A	\$26,218 12.6050	\$27,935 13.4302	\$28,674 13.7855	\$29,677 14.2679	\$30,681 14.7503	\$31,658 15.2200	\$32,767 15.7532
7A	\$27,037 12.9984	\$28,674 13.7855	\$29,677 14.2679	\$30,681 14.7503	\$31,658 15.2200	\$32,767 15.7532	\$33,717 16.2102
8A	\$27,987 13.4554	\$29,677 14.2679	\$30,681 14.7503	\$31,658 15.2200	\$32,767 15.7532	\$33,717 16.2102	\$34,985 16.8195
9A	\$28,832 13.8617	\$30,681 14.7503	\$31,658 15.2200	\$32,767 15.7532	\$33,717 16.2102	\$34,985 16.8195	\$36,489 17.5429
10A	\$29,756 14.3060	\$31,658 15.2200	\$32,767 15.7532	\$33,717 16.2102	\$34,985 16.8195	\$36,489 17.5429	\$37,809 18.1775
11A	\$30,839 14.8263	\$32,767 15.7532	\$33,717 16.2102	\$34,985 16.8195	\$36,489 17.5429	\$37,809 18.1775	\$39,130 18.8123
12A	\$31,823 15.2994	\$33,717 16.2102	\$34,985 16.8195	\$36,489 17.5429	\$37,809 18.1775	\$39,130 18.8123	\$40,688 19.5613
13A	\$33,031 15.8801	\$34,985 16.8195	\$36,489 17.5429	\$37,809 18.1775	\$39,130 18.8123	\$40,688 19.5613	\$42,219 20.2976
14A	\$34,324 16.5020	\$36,489 17.5429	\$37,809 18.1775	\$39,130 18.8123	\$40,688 19.5613	\$42,219 20.2976	\$43,777 21.0464

SALARY
RANGE
NO.

	H	A	B	C	D	E	F
15A	\$35,671 17.1495	\$37,809 18.1775	\$39,130 18.8123	\$40,688 19.5613	\$42,219 20.2976	\$43,777 21.0464	\$45,466 21.8588
16A	\$36,912 17.7461	\$39,130 18.8123	\$40,688 19.5613	\$42,219 20.2976	\$43,777 21.0464	\$45,466 21.8588	\$47,289 22.7349
17A	\$38,311 18.4188	\$40,688 19.5613	\$42,219 20.2976	\$43,777 21.0464	\$45,466 21.8588	\$47,289 22.7349	\$48,899 23.5090
18A	\$39,869 19.1678	\$42,219 20.2976	\$43,777 21.0464	\$45,466 21.8588	\$47,289 22.7349	\$48,899 23.5090	\$50,588 24.3214
19A	\$41,321 19.8660	\$43,777 21.0464	\$45,466 21.8588	\$47,289 22.7349	\$48,899 23.5090	\$50,588 24.3214	\$52,278 25.1339
20A	\$42,826 20.5894	\$45,466 21.8588	\$47,289 22.7349	\$48,899 23.5090	\$50,588 24.3214	\$52,278 25.1339	\$53,995 25.9591
21A	\$44,543 21.4147	\$47,289 22.7349	\$48,899 23.5090	\$50,588 24.3214	\$52,278 25.1339	\$53,995 25.9591	\$55,869 26.8600
22A	\$46,074 22.1510	\$48,899 23.5090	\$50,588 24.3214	\$52,278 25.1339	\$53,995 25.9591	\$55,869 26.8600	\$57,928 27.8502
23A	\$47,658 22.9125	\$50,588 24.3214	\$52,278 25.1339	\$53,995 25.9591	\$55,869 26.8600	\$57,928 27.8502	\$60,041 28.8659
24A	\$49,268 23.6867	\$52,278 25.1339	\$53,995 25.9591	\$55,869 26.8600	\$57,928 27.8502	\$60,041 28.8659	\$62,286 29.9450
25A	\$51,011 24.5246	\$53,995 25.9591	\$55,869 26.8600	\$57,928 27.8502	\$60,041 28.8659	\$62,286 29.9450	\$64,714 31.1127
26A	\$52,780 25.3751	\$55,869 26.8600	\$57,928 27.8502	\$60,041 28.8659	\$62,286 29.9450	\$64,714 31.1127	\$67,249 32.3314

APPENDIX F
NONUNIFORMED EMPLOYEE BARGAINING UNIT
ANNUAL SALARY SCHEDULE
(With Rounded Hourly Equivalent Rates)

EFFECTIVE MARCH 24, 2009

Salary Range No.	H1	H2	A	B	C	D	E	F
1A	\$10.2518 \$21,324	\$11.0206 \$22,923	\$11.6972 \$24,330	\$12.1004 \$25,169	\$12.4908 \$25,981	\$12.8550 \$26,738	\$13.2324 \$27,523	\$13.7660 \$28,633
2A	\$10.6290 \$22,108	\$11.3978 \$23,707	\$12.1004 \$25,169	\$12.4908 \$25,981	\$12.8550 \$26,738	\$13.2324 \$27,523	\$13.7660 \$28,633	\$14.1301 \$29,391
3A	\$11.0066 \$22,894	\$11.7753 \$24,493	\$12.4908 \$25,981	\$12.8550 \$26,738	\$13.2324 \$27,523	\$13.7660 \$28,633	\$14.1301 \$29,391	\$14.6246 \$30,419
4A	\$11.3616 \$23,632	\$12.1304 \$25,231	\$12.8550 \$26,738	\$13.2324 \$27,523	\$13.7660 \$28,633	\$14.1301 \$29,391	\$14.6246 \$30,419	\$15.1191 \$31,448
5A	\$11.4527 \$23,822	\$12.4777 \$25,954	\$13.2324 \$27,523	\$13.7660 \$28,633	\$14.1301 \$29,391	\$14.6246 \$30,419	\$15.1191 \$31,448	\$15.6005 \$32,449
6A	\$11.8951 \$24,742	\$12.9201 \$26,874	\$13.7660 \$28,633	\$14.1301 \$29,391	\$14.6246 \$30,419	\$15.1191 \$31,448	\$15.6005 \$32,449	\$16.1470 \$33,586
7A	\$12.2984 \$25,581	\$13.3234 \$27,713	\$14.1301 \$29,391	\$14.6246 \$30,419	\$15.1191 \$31,448	\$15.6005 \$32,449	\$16.1470 \$33,586	\$16.6155 \$34,560
8A	\$12.7668 \$26,555	\$13.7918 \$28,687	\$14.6246 \$30,419	\$15.1191 \$31,448	\$15.6005 \$32,449	\$16.1470 \$33,586	\$16.6155 \$34,560	\$17.2400 \$35,859
9A	\$13.1832 \$27,421	\$14.2082 \$29,553	\$15.1191 \$31,448	\$15.6005 \$32,449	\$16.1470 \$33,586	\$16.6155 \$34,560	\$17.2400 \$35,859	\$17.9815 \$37,401
10A	\$13.6387 \$28,368	\$14.6637 \$30,500	\$15.6005 \$32,449	\$16.1470 \$33,586	\$16.6155 \$34,560	\$17.2400 \$35,859	\$17.9815 \$37,401	\$18.6319 \$38,754
11A	\$14.1720 \$29,478	\$15.1970 \$31,610	\$16.1470 \$33,586	\$16.6155 \$34,560	\$17.2400 \$35,859	\$17.9815 \$37,401	\$18.6319 \$38,754	\$19.2826 \$40,108
12A	\$14.6569 \$30,486	\$15.6819 \$32,618	\$16.6155 \$34,560	\$17.2400 \$35,859	\$17.9815 \$37,401	\$18.6319 \$38,754	\$19.2826 \$40,108	\$20.0503 \$41,705
13A	\$15.2521 \$31,724	\$16.2771 \$33,856	\$17.2400 \$35,859	\$17.9815 \$37,401	\$18.6319 \$38,754	\$19.2826 \$40,108	\$20.0503 \$41,705	\$20.8050 \$43,274
14A	\$15.8896 \$33,050	\$16.9146 \$35,182	\$17.9815 \$37,401	\$18.6319 \$38,754	\$19.2826 \$40,108	\$20.0503 \$41,705	\$20.8050 \$43,274	\$21.5726 \$44,871
15A	\$16.5532 \$34,431	\$17.5782 \$36,563	\$18.6319 \$38,754	\$19.2826 \$40,108	\$20.0503 \$41,705	\$20.8050 \$43,274	\$21.5726 \$44,871	\$22.4053 \$46,603

Salary Range No.	H1	H2	A	B	C	D	E	F
16A	\$17.1648 \$35,703	\$18.1898 \$37,835	\$19.2826 \$40,108	\$20.0503 \$41,705	\$20.8050 \$43,274	\$21.5726 \$44,871	\$22.4053 \$46,603	\$23.3033 \$48,471
16AB	\$16.3175 \$33,940	\$17.3425 \$36,072	\$18.2553 \$37,971	\$19.1981 \$39,932	\$20.1537 \$41,920	\$21.1469 \$43,986	\$22.2659 \$46,313	\$23.3595 \$48,588
17A	\$17.8543 \$37,137	\$18.8793 \$39,269	\$20.0503 \$41,705	\$20.8050 \$43,274	\$21.5726 \$44,871	\$22.4053 \$46,603	\$23.3033 \$48,471	\$24.0967 \$50,121
18A	\$18.6220 \$38,734	\$19.6470 \$40,866	\$20.8050 \$43,274	\$21.5726 \$44,871	\$22.4053 \$46,603	\$23.3033 \$48,471	\$24.0967 \$50,121	\$24.9294 \$51,853
19A	\$19.3377 \$40,222	\$20.3627 \$42,354	\$21.5726 \$44,871	\$22.4053 \$46,603	\$23.3033 \$48,471	\$24.0967 \$50,121	\$24.9294 \$51,853	\$25.7622 \$53,585
20A	\$20.0791 \$41,765	\$21.1041 \$43,897	\$22.4053 \$46,603	\$23.3033 \$48,471	\$24.0967 \$50,121	\$24.9294 \$51,853	\$25.7622 \$53,585	\$26.6081 \$55,345
21A	\$20.9251 \$43,524	\$21.9501 \$45,656	\$23.3033 \$48,471	\$24.0967 \$50,121	\$24.9294 \$51,853	\$25.7622 \$53,585	\$26.6081 \$55,345	\$27.5315 \$57,266
22A	\$21.6798 \$45,094	\$22.7048 \$47,226	\$24.0967 \$50,121	\$24.9294 \$51,853	\$25.7622 \$53,585	\$26.6081 \$55,345	\$27.5315 \$57,266	\$28.5465 \$59,377
23A	\$22.4603 \$46,717	\$23.4853 \$48,849	\$24.9294 \$51,853	\$25.7622 \$53,585	\$26.6081 \$55,345	\$27.5315 \$57,266	\$28.5465 \$59,377	\$29.5875 \$61,542
23AB	\$20.9729 \$43,624	\$22.0323 \$45,827	\$23.1300 \$48,110	\$24.2790 \$50,500	\$25.4788 \$52,996	\$26.7809 \$55,704	\$28.0956 \$58,439	\$29.5380 \$61,439
24A	\$23.2539 \$48,368	\$24.2789 \$50,500	\$25.7622 \$53,585	\$26.6081 \$55,345	\$27.5315 \$57,266	\$28.5465 \$59,377	\$29.5875 \$61,542	\$30.6936 \$63,843
25A	\$24.1127 \$50,154	\$25.1377 \$52,286	\$26.6081 \$55,345	\$27.5315 \$57,266	\$28.5465 \$59,377	\$29.5875 \$61,542	\$30.6936 \$63,843	\$31.8905 \$66,332
26A	\$24.9845 \$51,968	\$26.0095 \$54,100	\$27.5315 \$57,266	\$28.5465 \$59,377	\$29.5875 \$61,542	\$30.6936 \$63,843	\$31.8905 \$66,332	\$33.1397 \$68,931

APPENDIX G
NONUNIFORMED EMPLOYEE BARGAINING UNIT
ANNUAL SALARY SCHEDULE
(With Rounded Hourly Equivalent Rates)

EFFECTIVE JULY 1, 2009

Salary Range No.	H1	H2	A	B	C	D	E	F
1A	\$10.4568 \$21,750	\$11.2410 \$23,381	\$11.9311 \$24,817	\$12.3424 \$25,672	\$12.7406 \$26,500	\$13.1121 \$27,273	\$13.4970 \$28,074	\$14.0413 \$29,206
2A	\$10.8416 \$22,550	\$11.6258 \$24,182	\$12.3424 \$25,672	\$12.7406 \$26,500	\$13.1121 \$27,273	\$13.4970 \$28,074	\$14.0413 \$29,206	\$14.4127 \$29,978
3A	\$11.2267 \$23,352	\$12.0108 \$24,982	\$12.7406 \$26,500	\$13.1121 \$27,273	\$13.4970 \$28,074	\$14.0413 \$29,206	\$14.4127 \$29,978	\$14.9171 \$31,028
4A	\$11.5888 \$24,105	\$12.3730 \$25,736	\$13.1121 \$27,273	\$13.4970 \$28,074	\$14.0413 \$29,206	\$14.4127 \$29,978	\$14.9171 \$31,028	\$15.4215 \$32,077
5A	\$11.6818 \$24,298	\$12.7273 \$26,473	\$13.4970 \$28,074	\$14.0413 \$29,206	\$14.4127 \$29,978	\$14.9171 \$31,028	\$15.4215 \$32,077	\$15.9125 \$33,098
6A	\$12.1330 \$25,237	\$13.1785 \$27,411	\$14.0413 \$29,206	\$14.4127 \$29,978	\$14.9171 \$31,028	\$15.4215 \$32,077	\$15.9125 \$33,098	\$16.4699 \$34,257
7A	\$12.5444 \$26,092	\$13.5899 \$28,267	\$14.4127 \$29,978	\$14.9171 \$31,028	\$15.4215 \$32,077	\$15.9125 \$33,098	\$16.4699 \$34,257	\$16.9478 \$35,251
8A	\$13.0221 \$27,086	\$14.0676 \$29,261	\$14.9171 \$31,028	\$15.4215 \$32,077	\$15.9125 \$33,098	\$16.4699 \$34,257	\$16.9478 \$35,251	\$17.5848 \$36,576
9A	\$13.4469 \$27,969	\$14.4924 \$30,144	\$15.4215 \$32,077	\$15.9125 \$33,098	\$16.4699 \$34,257	\$16.9478 \$35,251	\$17.5848 \$36,576	\$18.3411 \$38,150
10A	\$13.9115 \$28,936	\$14.9570 \$31,111	\$15.9125 \$33,098	\$16.4699 \$34,257	\$16.9478 \$35,251	\$17.5848 \$36,576	\$18.3411 \$38,150	\$19.0045 \$39,529
11A	\$14.4554 \$30,067	\$15.5009 \$32,242	\$16.4699 \$34,257	\$16.9478 \$35,251	\$17.5848 \$36,576	\$18.3411 \$38,150	\$19.0045 \$39,529	\$19.6683 \$40,910
12A	\$14.9500 \$31,096	\$15.9955 \$33,271	\$16.9478 \$35,251	\$17.5848 \$36,576	\$18.3411 \$38,150	\$19.0045 \$39,529	\$19.6683 \$40,910	\$20.4513 \$42,539
13A	\$15.5571 \$32,359	\$16.6026 \$34,533	\$17.5848 \$36,576	\$18.3411 \$38,150	\$19.0045 \$39,529	\$19.6683 \$40,910	\$20.4513 \$42,539	\$21.2211 \$44,140
14A	\$16.2074 \$33,711	\$17.2529 \$35,886	\$18.3411 \$38,150	\$19.0045 \$39,529	\$19.6683 \$40,910	\$20.4513 \$42,539	\$21.2211 \$44,140	\$22.0041 \$45,768
15A	\$16.8843 \$35,119	\$17.9298 \$37,294	\$19.0045 \$39,529	\$19.6683 \$40,910	\$20.4513 \$42,539	\$21.2211 \$44,140	\$22.0041 \$45,768	\$22.8534 \$47,535

Salary Range No.	H1	H2	A	B	C	D	E	F
16A	\$17,5081 \$36,417	\$18,5536 \$38,591	\$19,6683 \$40,910	\$20,4513 \$42,539	\$21,2211 \$44,140	\$22,0041 \$45,768	\$22,8534 \$47,535	\$23,7694 \$49,440
16AB	\$16,6439 \$34,619	\$17,6894 \$36,794	\$18,6204 \$38,730	\$19,5821 \$40,731	\$20,5568 \$42,758	\$21,5698 \$44,865	\$22,7112 \$47,239	\$23,8267 \$49,560
17A	\$18,2114 \$37,880	\$19,2569 \$40,054	\$20,4513 \$42,539	\$21,2211 \$44,140	\$22,0041 \$45,768	\$22,8534 \$47,535	\$23,7694 \$49,440	\$24,5786 \$51,124
18A	\$18,9944 \$39,508	\$20,0399 \$41,683	\$21,2211 \$44,140	\$22,0041 \$45,768	\$22,8534 \$47,535	\$23,7694 \$49,440	\$24,5786 \$51,124	\$25,4280 \$52,890
19A	\$19,7245 \$41,027	\$20,7700 \$43,202	\$22,0041 \$45,768	\$22,8534 \$47,535	\$23,7694 \$49,440	\$24,5786 \$51,124	\$25,4280 \$52,890	\$26,2774 \$54,657
20A	\$20,4807 \$42,600	\$21,5262 \$44,774	\$22,8534 \$47,535	\$23,7694 \$49,440	\$24,5786 \$51,124	\$25,4280 \$52,890	\$26,2774 \$54,657	\$27,1403 \$56,452
21A	\$21,3436 \$44,395	\$22,3891 \$46,569	\$23,7694 \$49,440	\$24,5786 \$51,124	\$25,4280 \$52,890	\$26,2774 \$54,657	\$27,1403 \$56,452	\$28,0821 \$58,411
22A	\$22,1134 \$45,996	\$23,1589 \$48,171	\$24,5786 \$51,124	\$25,4280 \$52,890	\$26,2774 \$54,657	\$27,1403 \$56,452	\$28,0821 \$58,411	\$29,1174 \$60,564
23A	\$22,9095 \$47,652	\$23,9550 \$49,826	\$25,4280 \$52,890	\$26,2774 \$54,657	\$27,1403 \$56,452	\$28,0821 \$58,411	\$29,1174 \$60,564	\$30,1793 \$62,773
23AB	\$20,9729 \$43,624	\$22,0323 \$45,827	\$23,1300 \$48,110	\$24,2790 \$50,500	\$25,4788 \$52,996	\$26,7809 \$55,704	\$28,0956 \$58,439	\$29,5380 \$61,439
24A	\$23,7190 \$49,335	\$24,7645 \$51,510	\$26,2774 \$54,657	\$27,1403 \$56,452	\$28,0821 \$58,411	\$29,1174 \$60,564	\$30,1793 \$62,773	\$31,3075 \$65,120
25A	\$24,5950 \$51,158	\$25,6405 \$53,332	\$27,1403 \$56,452	\$28,0821 \$58,411	\$29,1174 \$60,564	\$30,1793 \$62,773	\$31,3075 \$65,120	\$32,5283 \$67,659
26A	\$25,4842 \$53,007	\$26,5297 \$55,182	\$28,0821 \$58,411	\$29,1174 \$60,564	\$30,1793 \$62,773	\$31,3075 \$65,120	\$32,5283 \$67,659	\$33,8025 \$70,309

APPENDIX H
NONUNIFORMED EMPLOYEE BARGAINING UNIT
ANNUAL SALARY SCHEDULE
(With Rounded Hourly Equivalent Rates)

EFFECTIVE JUNE 30, 2010

Salary Range No.	H1	H2	A	B	C	D	E	F
1A	\$10.7182 \$22,294	\$11.5220 \$23,966	\$12.2294 \$25,437	\$12.6510 \$26,314	\$13.0591 \$27,163	\$13.4399 \$27,955	\$13.8344 \$28,776	\$14.3923 \$29,936
2A	\$11.1126 \$23,114	\$11.9164 \$24,786	\$12.6510 \$26,314	\$13.0591 \$27,163	\$13.4399 \$27,955	\$13.8344 \$28,776	\$14.3923 \$29,936	\$14.7730 \$30,728
3A	\$11.5074 \$23,935	\$12.3111 \$25,607	\$13.0591 \$27,163	\$13.4399 \$27,955	\$13.8344 \$28,776	\$14.3923 \$29,936	\$14.7730 \$30,728	\$15.2900 \$31,803
4A	\$11.8785 \$24,707	\$12.6823 \$26,379	\$13.4399 \$27,955	\$13.8344 \$28,776	\$14.3923 \$29,936	\$14.7730 \$30,728	\$15.2900 \$31,803	\$15.8070 \$32,879
5A	\$11.9738 \$24,906	\$13.0455 \$27,135	\$13.8344 \$28,776	\$14.3923 \$29,936	\$14.7730 \$30,728	\$15.2900 \$31,803	\$15.8070 \$32,879	\$16.3103 \$33,925
6A	\$12.4363 \$25,868	\$13.5080 \$28,097	\$14.3923 \$29,936	\$14.7730 \$30,728	\$15.2900 \$31,803	\$15.8070 \$32,879	\$16.3103 \$33,925	\$16.8816 \$35,114
7A	\$12.8580 \$26,745	\$13.9296 \$28,974	\$14.7730 \$30,728	\$15.2900 \$31,803	\$15.8070 \$32,879	\$16.3103 \$33,925	\$16.8816 \$35,114	\$17.3715 \$36,133
8A	\$13.3477 \$27,763	\$14.4193 \$29,992	\$15.2900 \$31,803	\$15.8070 \$32,879	\$16.3103 \$33,925	\$16.8816 \$35,114	\$17.3715 \$36,133	\$18.0244 \$37,491
9A	\$13.7831 \$28,669	\$14.8547 \$30,898	\$15.8070 \$32,879	\$16.3103 \$33,925	\$16.8816 \$35,114	\$17.3715 \$36,133	\$18.0244 \$37,491	\$18.7996 \$39,103
10A	\$14.2593 \$29,659	\$15.3309 \$31,888	\$16.3103 \$33,925	\$16.8816 \$35,114	\$17.3715 \$36,133	\$18.0244 \$37,491	\$18.7996 \$39,103	\$19.4796 \$40,518
11A	\$14.8168 \$30,819	\$15.8884 \$33,048	\$16.8816 \$35,114	\$17.3715 \$36,133	\$18.0244 \$37,491	\$18.7996 \$39,103	\$19.4796 \$40,518	\$20.1600 \$41,933
12A	\$15.3238 \$31,873	\$16.3954 \$34,102	\$17.3715 \$36,133	\$18.0244 \$37,491	\$18.7996 \$39,103	\$19.4796 \$40,518	\$20.1600 \$41,933	\$20.9626 \$43,602
13A	\$15.9460 \$33,168	\$17.0177 \$35,397	\$18.0244 \$37,491	\$18.7996 \$39,103	\$19.4796 \$40,518	\$20.1600 \$41,933	\$20.9626 \$43,602	\$21.7516 \$45,243
14A	\$16.6126 \$34,554	\$17.6842 \$36,783	\$18.7996 \$39,103	\$19.4796 \$40,518	\$20.1600 \$41,933	\$20.9626 \$43,602	\$21.7516 \$45,243	\$22.5542 \$46,913
15A	\$17.3064 \$35,997	\$18.3780 \$38,226	\$19.4796 \$40,518	\$20.1600 \$41,933	\$20.9626 \$43,602	\$21.7516 \$45,243	\$22.5542 \$46,913	\$23.4247 \$48,723

Salary Range No.	H1	H2	A	B	C	D	E	F
16A	\$17.9458 \$37,327	\$19.0174 \$39,556	\$20.1600 \$41,933	\$20.9626 \$43,602	\$21.7516 \$45,243	\$22.5542 \$46,913	\$23.4247 \$48,723	\$24.3636 \$50,676
16AB	\$17.0600 \$35,485	\$18.1316 \$37,714	\$19.0859 \$39,699	\$20.0717 \$41,749	\$21.0707 \$43,827	\$22.1090 \$45,987	\$23.2790 \$48,420	\$24.4224 \$50,799
17A	\$18.6667 \$38,827	\$19.7383 \$41,056	\$20.9626 \$43,602	\$21.7516 \$45,243	\$22.5542 \$46,913	\$23.4247 \$48,723	\$24.3636 \$50,676	\$25.1931 \$52,402
18A	\$19.4693 \$40,496	\$20.5409 \$42,725	\$21.7516 \$45,243	\$22.5542 \$46,913	\$23.4247 \$48,723	\$24.3636 \$50,676	\$25.1931 \$52,402	\$26.0637 \$54,212
19A	\$20.2176 \$42,053	\$21.2893 \$44,282	\$22.5542 \$46,913	\$23.4247 \$48,723	\$24.3636 \$50,676	\$25.1931 \$52,402	\$26.0637 \$54,212	\$26.9343 \$56,023
20A	\$20.9927 \$43,665	\$22.0644 \$45,894	\$23.4247 \$48,723	\$24.3636 \$50,676	\$25.1931 \$52,402	\$26.0637 \$54,212	\$26.9343 \$56,023	\$27.8188 \$57,863
21A	\$21.8772 \$45,505	\$22.9488 \$47,734	\$24.3636 \$50,676	\$25.1931 \$52,402	\$26.0637 \$54,212	\$26.9343 \$56,023	\$27.8188 \$57,863	\$28.7842 \$59,871
22A	\$22.6662 \$47,146	\$23.7379 \$49,375	\$25.1931 \$52,402	\$26.0637 \$54,212	\$26.9343 \$56,023	\$27.8188 \$57,863	\$28.7842 \$59,871	\$29.8453 \$62,078
23A	\$23.4822 \$48,843	\$24.5539 \$51,072	\$26.0637 \$54,212	\$26.9343 \$56,023	\$27.8188 \$57,863	\$28.7842 \$59,871	\$29.8453 \$62,078	\$30.9338 \$64,342
24A	\$24.3120 \$50,569	\$25.3836 \$52,798	\$26.9343 \$56,023	\$27.8188 \$57,863	\$28.7842 \$59,871	\$29.8453 \$62,078	\$30.9338 \$64,342	\$32.0902 \$66,748
25A	\$25.2099 \$52,437	\$26.2815 \$54,666	\$27.8188 \$57,863	\$28.7842 \$59,871	\$29.8453 \$62,078	\$30.9338 \$64,342	\$32.0902 \$66,748	\$33.3415 \$69,350
26A	\$26.1213 \$54,332	\$27.1929 \$56,561	\$28.7842 \$59,871	\$29.8453 \$62,078	\$30.9338 \$64,342	\$32.0902 \$66,748	\$33.3415 \$69,350	\$34.6476 \$72,067