

AGREEMENT

Effective July 1, 2019 – June 30, 2022

Between


**GRAND RAPIDS PUBLIC LIBRARY
BOARD OF LIBRARY COMMISSIONERS OF THE CITY OF GRAND RAPIDS**

And


**GRAND RAPIDS PUBLIC LIBRARY
GRAND RAPIDS EMPLOYEES INDEPENDENT UNION
RANK & FILE UNIT I**

Agreement effective July 1, 2019, to June 30, 2022, between Grand Rapids Public Library/Board of Library Commissioners of the City of Grand Rapids and Grand Rapids Employees Independent Union, Rank & File Unit I.

Grand Rapids Employees Independent Union (GREIU)

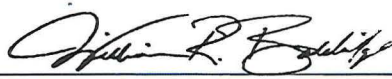


Date: 8/14/19
President
GREIU

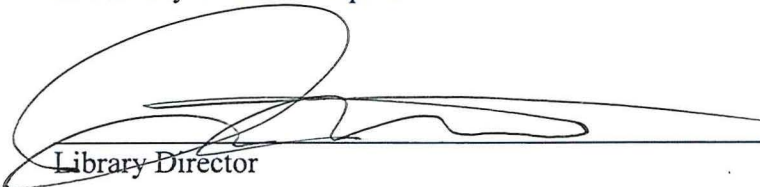


Date: 8/14/19
Vice President
GREIU

Grand Rapids Public Library



Date: 8/15/19
President
Board of Library Commissioners
of the City of Grand Rapids



Date: 8/15/19
Library Director

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2019-2022
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This Agreement is entered into on this 1st day of July, 2019, between the BOARD OF LIBRARY COMMISSIONERS OF THE CITY OF GRAND RAPIDS (hereinafter referred to as the “Employer”) 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 – Employees Covered

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

“Unit I”: All regular full-time and part-time employees of the Employer; excluding employees who are Pages, Supervisors, Confidential employees, Librarian I's & II's who are Branch Managers and Executive employees. The specific classifications included in Unit I are shown in Appendix A of this agreement.

A list of all employees presently in the units described above has been agreed upon for purposes of identification.

Section 2. The bargaining unit consists of all employees listed in Section 1 or which may hereafter be added thereto or changed as hereinafter provided, and excludes all other employees not specifically included in Section 1 as it now exists or is changed in accordance with this Agreement.

ARTICLE 2.

Union Security and Dues Check-off

Section 1. The Employer will make available to all employees of the bargaining unit, within 30 days following execution of the contract, a copy of this Agreement on the Library's intranet site.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct Union membership dues from the employee's pay on each payday.

Section 3. Remittance of Dues to Financial Officers.

Deductions shall be remitted to such address designated, to the Treasurer of the Grand Rapids Employees Independent Union, with an alphabetical list of names of all employees from whom deductions have been made no later than then (10) days following the date on which they were deducted. The Employer shall additionally indicate the amounts deducted and notify the Treasurer of the Union of the names of the employees who, through a change in their employment status, are no longer subject to deductions and further advise said Treasurer by submission of an alphabetical list of all new hires since the date of submission of the previous remittance of dues.

Section 4. The Union will indemnify and hold the Employer harmless against any claims made and against any suit instituted against it on account of the application of this Article.

Section 5. 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 an amount equal to Union membership dues and fees. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

The Union agrees to refund to the employee any amount improperly deducted by the Employer and to limit the Employer's liability to the remittance of dues actually deducted from the employees' pay.

Section 6. The Union agrees to refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 7. The Employer agrees that it will not make a series of consecutive seasonal hires for the purpose of filling a permanent bargaining unit position provided for in the budget. Likewise, it will not lay off or replace a permanent full-time employee and assign that employee's work to two (2) or more part- time employees.

ARTICLE 3.

Employer 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 the Employer or any slow-downs or other interruption of or interference with the normal functions of the Employer. 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 Library 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 the Employer. The Employer, 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. The Employer shall have the right to contract and subcontract work when it is not feasible or economical for the Library 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. No permanent position will be abolished through sub-contracting without giving the Union thirty (30) days advance notice. During the thirty (30) day notice period, representatives of the Employer and the Union will meet for the purpose of reviewing the Library'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.

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.

ARTICLE 6.

Union Representations

Section 1. Employees within the bargaining unit shall be represented by a Chief Steward, four (4) Stewards (one of which shall be assigned to represent the full-time staff from the branches), and one Alternate Steward. The Union shall furnish the Employer with a list of the names of the Union Representatives 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 his/her assigned work area and assist in its presentation (including reducing the grievance to writing if necessary). He or she shall be allowed reasonable time therefore if during his or her working hours, without loss of time or pay, upon notification and approval of a Library Executive Employee. Time spent for such purposes shall be recorded.

Section 3. When an employee presents his or her own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefore, paid at his or her regular rate, upon notification and approval of a Library Executive Employee.

Section 4. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or other employees, and only with the permission of the employee's immediate Supervisor.

Section 5. In the event the regularly assigned Steward is not available, the Chief Steward shall be called and if the Chief Steward is not available, the Alternate Steward shall be called.

Section 6. The Steward or Chief Steward shall be allowed reasonable time, paid at his or her regular rate, during his or her regularly scheduled workday to confer with the Employer on matters affecting the administration of this Agreement, upon

notification and approval of the Steward's or Chief Steward's immediate Supervisor.

ARTICLE 7.

Union Bargaining Committee

Section 1. The bargaining committee of the Union will not include more bargaining unit members who are employees of the Library than as follows:

UNIT I - Chief Steward, three (3) other bargaining committee members.

It may also include non-employee representatives of the Union. The Union will give to the Employer in writing the names of its employee representatives on the bargaining committee prior to the expiration of the Agreement. Permanent substitutions made in the Union bargaining committee shall be promptly reported to the Employer.

Section 2. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, 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. When a negotiation meeting is scheduled on a Union Bargaining Committee member's regularly scheduled work day, the Employer will attempt insofar as practical to include the time of such meeting as part of that employee's regular work schedule that day.

ARTICLE 8.

Special Meetings

Section 1. The Employer 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 re-negotiate 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 mutually agreeable time and at a place designated by the Employer. Each party shall be represented by not more than three (3) persons at special meetings.

Section 2. The Union representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) 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 the Employer 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.

ARTICLE 9.

Grievance Procedure

Section 1. Grievance.

- a. A grievance is any dispute, controversy or difference between the Employer and a bargaining unit employee or employees on any issue(s) 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 the Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied. A grievance may be amended at any time prior to its submission to arbitration.
- c. At any step, the Employer or the Union shall have the discretion to consolidate or combine multiple grievances relating to a single incident.

Section 2. Grievance Time Limits and Election of Remedies.

- 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 the Employer 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 the Employer fails to give its answer within the time limit. Time limits may be extended only by mutual written agreement of the Union and the Employer.
- b. It is further expressly agreed that if any 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, whether by an employee or by the Union, then such administrative or judicial proceedings

shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist. It is understood that this subsection (2.b.) does not apply to a Union response to court proceedings initiated by the Employer.

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

Step 1: Meeting

A grievance shall be initiated under this procedure by a Union Steward advising the Library Director's designee, the Human Resources Manager, that a grievance may exist and the matter is being investigated. (The Steward shall contact the Business Manager if the Human Resources Manager is not available.) Within fifteen (15) working days, the Library Director's designee shall schedule a meeting with no more than three (3) representatives from the Union and no more than three (3) representatives from the Employer. The Union shall be responsible for informing the Library Director's designee which employees will be attending the meeting so that the Library Director's designee will be able to have such employees released from work for the meeting. The parties shall discuss the facts that lead up to the grievance and shall attempt to resolve the matter. The grievance must be presented at this step 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.

Step 2: Written Grievance

- a. If the grievance is not settled at Step 1, the grievance shall be reduced to writing and presented to the Library Director within ten (10) working days after the meeting held under Step 1. The Library Director shall reply to the grievance in writing within ten (10) working days after receipt of the written grievance. Such reply will be given to the Steward and the Grievance Committee Chairperson either personally or by mail postmarked no later than the last day specified herein for such reply.
- b. The Union may initiate its grievances 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 or is one in which the action complained of represents Library policy which is claimed to violate a provision of this Agreement. Such grievances must be initiated within fifteen (15) working days of their occurrence, not including the day of occurrence, and shall be answered in writing within ten (10) working days of presentation,

not including the day of presentation. If the grievance is not settled by the Employer's answer, the grievance may be appealed to Step 3.

- c. The Union shall initiate grievances involving suspensions or discharges at the second step. With such grievances the parties shall comply with the time limits as set out in paragraph b. of Step 2.

Step 3: Pre-arbitration

- a. If the matter remains unresolved and the Union wishes to carry the matter further, the Union will notify the Library Director in writing of its intent to refer the matter to arbitration. Such notice will be sent within forty-five (45) working days after the Library Director's response at Step 2. Within ten (10) working days thereafter, the Library Director will contact the Union and schedule a pre-arbitration conference. The purpose of the pre-arbitration conference shall be to attempt to resolve the dispute. If the matter cannot be resolved, the parties shall do the following:
 - 1. Select an arbitrator from the list below in Paragraph b.
 - 2. Exchange evidence. Only that evidence which is exchanged at pre-arbitration may be submitted to arbitration unless the parties mutually agree otherwise.
 - 3. Exchange witnesses.
 - 4. If possible, prepare a Stipulation of Facts.
- b. The parties shall select the arbitrator by alternately striking names from the following list until only one name remains:

Mark Glazer	John Obee	Joseph Giralamo
Kathryn VanDagens	Patrick McDonald	

- c. The Employer and the Union may each have two (2) representatives at the pre-arbitration. The parties may have additional representatives at the pre-arbitration only upon the mutual agreement of both parties.

Step 4: Arbitration

- a. If the parties are unable to settle the matter at Step 3, the matter shall proceed to arbitration. 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 expressed terms of this Agreement and shall have no power to alter, add to, subtract from, or otherwise modify the terms of this Agreement as written. The arbitrator shall have the power to determine whether or not a grievance is arbitrable. The arbitrator's decisions on grievances within his or her jurisdiction shall be final and binding on the employee or employees involved, the Union, and the Employer.

- b. In disciplinary cases involving stealing by employees and/or possession, sale or use of illegal drugs or narcotics during work hours or while on Library 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.
- c. The fees and expenses of the arbitrator shall be paid by the party which loses the 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, except that the Chief Steward may attend the arbitration hearing without loss of pay or benefits.

Section 4. Election of Remedies

It is expressly understood and agreed that appealing a grievance through to arbitration constitutes an election of remedies and a 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 the Employer shall give prompt notice thereof to the employee. 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.

Section 2.

- a. If an employee is requested to appear before a member of management, the employee and the Union shall be fully advised of the nature of the meeting and that the meeting may result in disciplinary action. When an employee is questioned under this section, she/he shall be informed of their right to Union representation.
- b. 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, Chief Steward or Executive Steward).
- c. The Union will designate a single steward to contact in matters related to discipline. The Union will notify the Human Resources Manager when this steward is unavailable and designate a backup for the duration of the steward's absence. In all disciplinary actions, the Human Resources Manager will contact the designated steward and advise him/her in advance of the date and time of the meeting. The union will be responsible for coordinating and providing Union representation at the stated date and time.
- d. Should the employee choose to waive rights to Union representation, he/she shall sign a waiver form so indicating and witnessed by the Union. Copies will be given to the employee and the Union following the meeting.

Section 3. In imposing any discipline on a current charge, the Employer 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 during the two (2) year period. In the event an employee completes two (2) years of service without a disciplinary action, letters of instruction, letters of warning and/or suspension over two (2) years old shall be permanently removed from his/her personnel file upon request.

Section 4. Every employee shall be entitled to and shall receive a copy of any and all notices or complaints filed by an employee, supervisor, or any other person in the employee's personnel file which relates to, is or may be made the basis for disciplinary action, up to and including discharge of such employee by the Employer. The provisions of the Employee Right to Know Act (Act 397 of P.A. 1978) shall apply to Library personnel records.

Section 5. If the Employer has reason to warn or reprimand an employee, it should be done in areas of the Library where it would not be overheard by other employees or patrons. Union employees will do the same if they wish to complain to a Supervisor.

ARTICLE 12.

Seniority

(Part-time employees see Addendum)

Section 1. Definition.

Seniority shall mean the status attained by length of continuous service with the Library in a bargaining unit. Seniority shall include continuous service time with the Library and/or the City of Grand Rapids for those employees of record employed by the Library in a bargaining unit as of January 1, 1985.

Section 2. Accrual of Seniority.

- a. Seniority begins with the most recent date of entering service with the Library as a bargaining unit employee. 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 last digit having the greater seniority. Two (2) or more persons who have the same date of promotional seniority within a specific class shall have their relative seniority determined by their date of hire, the person hired first having the greater seniority.
- b. All original appointments into the Library service shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period the Employer may remove a probationary employee, who shall have no recourse to the grievance procedure.

Section 3. Loss of Seniority.

Employees lose their seniority for the following reasons:

- a. Discharge, unless reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Library, and who has no legitimate reason for not notifying the Library of his or 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 one (1) year or the length of the employee's seniority, whichever is greater.
- g. Taking a Library position outside of the bargaining unit when the length of the employee's seniority is less than the time the employee has worked outside the bargaining unit.

Section 4. Seniority Lists.

The Employer shall maintain seniority lists of employees, arranged in alphabetical order, showing the employee name, job title, date of hire, and the seniority date for the employee's current classification. The Employer shall furnish a copy to the Chief Steward and the Grand Rapids Employees Independent Union in March and September of each year. In the event that conditions beyond the general control of the Employer prevent preparation of seniority lists as herein provided, the Employer will so inform the Union, giving the reasons for the delay and the projected preparation date.

Section 5. Application for Seniority.

Seniority shall apply for purposes of vacation, layoff and recall, promotions, transfers, and permanent schedule changes, all as otherwise provided in this Agreement.

a. Promotions and Transfers:

Vacancies in the bargaining unit which the Employer intends to fill shall be posted for a period of at least five (5) days during which interested employees may apply. The following guidelines shall apply:

- 1) For positions that require skills tests, the Library will periodically offer such testing for interested individuals. Such testing need not be offered in conjunction with a vacancy, but will be offered if there are no applicants with current passing test scores of at least 75% on the required skills test. Employees who may be interested in future openings are encouraged to take the testing when offered, and maintain a current passing score.
- 2) A passing test score will remain current for a period of 12 months from the date the test was taken. Any employee who has a current passing test score of at least 75% on file as of the date of this settlement may use that score for up to 12 months from the date of the test.
- 3) Employees applying for an open position which requires skills proficiency must have a current passing test score of at least 75% on file for those skills with either the City or the Library.
- 4) The Library staff will select the individuals to be interviewed from among the qualified applicants. A passing score on the required skills test does not guarantee selection for an interview.

b. Promotional Trial Period:

Employees who are promoted or transferred pursuant to the provisions of subsection a. above shall be required to serve a six (6) month trial period. An employee shall be evaluated at a point midway through the trial period and at the end of the trial period. The appointment shall become final if the evaluation at the end of six (6) months shows the employee's performance to be satisfactory. If the employee's performance is not satisfactory, the employee shall be returned to his/her previous position. During the first month of the trial period, the employee may elect to return to his/her previous position.

After the first month, the employee may return to his/her position only upon approval of the Employer. Any employee transferred shall be given the necessary orientation in order to make an effective transition.

- c. An unsuccessful internal candidate for promotion or transfer shall have the option, upon written request, to receive the reasons in writing or to have a meeting with the Human Resources Manager to orally discuss the selection process.
- d. Non-Bargaining Unit Personnel:
 - 1) When an employee leaves the bargaining unit yet remains a Library employee, the employee shall retain his/her seniority, however, the employee shall not accrue additional seniority. This section is to be read in accordance with Section 3.g. of Article 12.
 - 2) For the purpose of applying seniority to time-measured benefits, such as vacation accumulation and pension, seniority shall in all cases be measured by an employee's total service with the Library as a full-time employee except as exempted by Article 12, Section 1 of this contract.
 - 3) A laid-off Library employee who is outside of the bargaining unit and who has also accumulated seniority within the unit, may use only that seniority accumulated within the unit to displace a less senior bargaining unit member. This provision of the contract is to be read in accordance with Article 13 of this contract.
 - 4) A Library employee who is outside of the bargaining unit, and who has accumulated seniority within the unit, may use only that seniority accumulated within the unit when applying for a vacant position or a promotional position within the bargaining unit.
 - 5) An employee who takes a position in the Library outside of the bargaining unit, and after six (6) months have elapsed returns to the bargaining unit, shall continue to accrue seniority during the six (6) months that the employee was out of the bargaining unit.

ARTICLE 13.

Layoff and Recall

Section 1. Definition.

Layoff is the separation of employees from the active work force.

Section 2. Order of Layoff.

- a. Temporary and seasonal employees working in the classification affected by a layoff shall be laid off before any permanent or probationary employee is laid off. In the Librarian I and II and the Library Assistant II classifications, part-time employees shall be laid off before any permanent full-time employee in the classification is laid off.
- b. Permanent and probationary employees shall have Library-wide seniority in their position classifications.
- c. The layoff of probationary or permanent employees in the Library shall be in the inverse order of seniority in the classification affected.
- d. A laid-off full-time employee shall have the right to be assigned to an ongoing part-time position which he/she is able and qualified to perform if he/she has greater seniority than the incumbent part-time employee and is willing to accept the salary and fringe benefits of the part-time position.

Section 3. Demotion in Lieu of Layoff.

- a. An employee subject to layoff may request demotion by the Library Director in accordance with the employee's seniority to an equal or lower-paying position in the Library which the employee is able to perform and is qualified to fill, if requested within three (3) working days after receipt of notice of layoff. In the event multiple employees request demotion to the same equal or lower paying position and a more senior employee(s) is denied the demotion, the Library, upon request of a bypassed senior employee(s), shall provide written reasons to the senior employee(s) who was bypassed and denied demotion with reasons. Except as may be provided in subsection b. below, each demotion shall be through those classifications in which the employee previously held permanent status.
- b. If the employee has never held permanent status in another classification, the employee may request demotion by the Library Director in accordance with

the employee's seniority to another position in the Library as close to the employee's present classification and wage level as possible which the employee is able to perform and is qualified to fill. In the event multiple employees request demotion to the same equal or lower paying position and a more senior employee(s) is denied the demotion, the Library, upon request of a bypassed senior employee(s), shall provide written reasons to the senior employee(s) who was bypassed and denied demotion with reasons.

- c. The Library Director has the right to determine such person's ability and qualifications to fill a position. However, if an employee in any of the following job series is laid off from his regular position, he/she will be assigned by the Library to a position in a lower classification in the job series, provided he/she has more seniority than the least senior employee in the lower classification:

Clerical Series	Custodial Series	Professional Series
Office Assistant III	Facilities Assistant	Librarian I
Office Assistant II		Information Systems Asst.
		Library Communication
		Asst.

- d. If an employee is demoted in lieu of layoff and the employee's former position or a position in his/ her former classification becomes available, the person will be recalled back to his/her former position or another position in his/her former classification as provided in Section 6.
- e. In the following classifications: Librarian II, Librarian I, and Library Assistant II, in cases of demotion in lieu of layoff, an employee shall add the length of service in a higher classification to the length of service in the classification to which the employee is demoted in order to determine seniority relative to other employees in that classification. In all other classifications, layoff and demotion in lieu of layoff shall be made in inverse order of the employee's total seniority with the Library.

Section 4. Notice of Layoff.

Employees to be laid off indefinitely shall be given notice by certified mail at least fourteen (14) calendar days prior to layoff.

Section 5. Preferred Eligible Lists.

- a. Employees laid off or demoted in lieu of layoff shall have their names placed on a preferred eligible list in order of seniority for each classification from which displaced.
- b. Names shall remain on the lists for one (1) year, or the length of the employee's seniority, whichever is greater, unless removed as provided in Section 6 below.

Section 6. Recall from Layoff.

- a. Laid-off employees will be recalled in the order in which their names appear on the preferred eligible lists. An employee shall be recalled from layoff or restored to the position from which he/she was demoted in lieu of layoff before any other persons are selected for employment or promotion in that class.
- b. 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.
- c. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be considered to have resigned and their names shall be removed from seniority lists.
- d. A laid-off employee may refuse recall to a position in a lower classification and still remain on the eligible list for the classification from which the employee was laid off. If an employee refuses recall to a permanent full-time position in a lower classification, management shall not be required to recall such employee to any position:
 1. In the lower classification to which such employee was recalled and/or
 2. In a classification which is lower than the classification defined in paragraph 1. above.
- e. In the event that an opening occurs in a classification for which there is no preferred eligible list, employees will be recalled for any position equal to or lower than their previous classification for which they are qualified. If the

position is higher than the employee's previous classification, the employee's ability, education and/or experience will be considered by the Employer.

Section 7. Voluntary Layoff.

If layoffs must be implemented, Library Administration will seriously consider any employee's written request for voluntary layoff.

Section 8. Layoffs Involving Union Representatives.

In the event of a layoff in which a designated Steward or Chief Steward would be laid off from his or her regular position, such Steward or Chief Steward shall be offered employment in some other position within the bargaining unit if there is a position remaining to be filled which such Steward or Chief Steward, in the opinion of the Employer, has the ability to perform. If it is determined that such person has the ability to perform the duties of more than one position, he/she will be assigned to a position in a pay range as close to his/her present pay range as possible. If a Steward is required to move outside of his/her area of representation, he/she shall remain as a Steward for that area.

ARTICLE 14.

Transfers

Section 1. A transfer is a shift of an employee by the Employer to a position of the same classification in another unit or department without a change in salary range.

Section 2. The Employer may transfer an employee from a position when it determines it is in the best interest of the service. If there is more than one other position which the transferred employee is able and qualified to fill and the senior employee in one of those positions objects to being displaced, the employee being transferred will be assigned to the position occupied by the least senior employee if another position is available to which such employee may be transferred. Employees may request transfers in writing to the Employer. Before any transfer is made, it will be discussed with the employee(s) involved.

ARTICLE 15.

Hours of Work

Section 1. The Employer shall determine the days and hours during which each of its Branches and operating units will be open to the public and the work schedules of the employees assigned to each. The Employer may change such schedules from

time to time on reasonable advance written notice to the employees affected and the Chief Steward.

Section 2. *(Part-time employees see Addendum)*

If a particular facility is scheduled to operate on a six (6) day/week basis, employees in that facility will be scheduled to have two (2) consecutive days off on at least one occasion per month, and the Employer will make a good faith effort to provide a second such occasion in each month. Unworked holidays will be considered as a day off.

Section 3. *(Part-time employees see Addendum)*

Every Branch Library employee will be scheduled to have two (2) consecutive days off during at least twelve (12) weeks in each calendar year, provided that no more than six (6) weeks shall separate each such scheduled occasion. Schedules showing such scheduled days off for an entire calendar year shall be prepared and posted in December. Unworked holidays will be considered as scheduled days off.

Section 4. *(Part-time employees see Addendum)*

If hours of operation of any Library Branch are changed so that permanent changes in employee schedules must be made, the new work schedules for each classification in each affected department of the Branch shall be prepared by the Employer and posted. Employees in each such classification will indicate which of the schedules for their classification they prefer, in the order of their preference. Assignments to the new schedules shall be made by the Employer in accordance with seniority to the extent it is reasonably possible considering the needs of the Library and the experience and ability of the employees.

Section 5. The Employer shall allow one (1) fifteen- (15-) minute rest period during each 4-hour segment during the work day; such periods shall be scheduled in accordance with department rules.

Section 6. Employees may work a split shift schedule only after mutual agreement between the affected employee, the employee's supervisor and an Executive employee.

ARTICLE 16.

Overtime

Section 1. *(Part-time employees see Addendum)*

Definitions.

a. Normal Workday and Workweek:

The normal workday for full-time employees shall be eight (8) hours per day (not including lunch periods), five (5) days per week. The normal workweek for all full-time employees shall be forty (40) hours per week.

- b. Overtime shall consist of hours worked which have been authorized by an Executive employee and are in excess of eight (8) hours per day or forty (40) hours per week. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate. Overtime payments shall not be duplicated or pyramided.
- c. An employee who is called in to work by an Executive employee at a time other than his or her scheduled starting time shall be paid either 1) two (2) hours at time and one half (1-1/2) or 2) for all hours actually worked on such occasion at the appropriate rate, whichever is greater. This guaranteed minimum shall not apply to work which is continuous with the employee's scheduled work shift.

Section 2. (*Part-time employees see Addendum*)

For the purposes of computing overtime, paid-for time (sick leave, holidays, vacations or jury duty pay) will be considered as having been worked time.

Section 3. (*Part-time employees see Addendum*)

Executive employees shall not, except in emergencies, for instructional purposes, or to fill in for an absent employee, perform the job of employees covered by this Agreement if they obtain overtime pay or compensatory time off as a result.

Section 4. Compensatory Time.

At the request of any employee eligible for overtime pay, an Executive employee may, in writing, authorize the accumulation of compensatory time off with pay at the rate of one and one-half (1-1/2) hours for each overtime hour worked. No employee may accrue more than twenty-four (24) hours of compensatory time off at any one time and all overtime worked in excess thereof shall be paid for as it is earned. Compensatory time shall be taken at a time mutually agreed upon by the employee and his supervisor during the calendar year, or two (2) months following the end of the calendar year, in which the overtime was worked. Further deferment of such time off shall be allowed only if approved in writing by the Library Director. In the event that such time off is not taken by the employee within the limiting time, he shall be given cash payment for the overtime hours

worked at the overtime rate based on his salary at the time the overtime was worked.

Section 5.

- a. Management shall determine the appropriate classification to work overtime. Employees shall not work overtime without the approval of an immediate supervisor.
- b. Opportunities to work overtime shall be distributed equally among employees of the same permanent job classification within a given department or Branch on the basis of seniority to the extent possible considering the needs of the Library and experience and ability of the employees.
- c. From time to time the Library sponsors special events (e.g., Community Enrichment Day) which may require the cooperation of all Library employees. If management determines that it is necessary to schedule employees for overtime for such an event, overtime shall be assigned to the employee(s) within a classification on the basis of Library-wide seniority to the extent possible considering the needs of the Library and the experience and ability of the employees.

ARTICLE 17.

New or Changed Jobs

Section 1. Existing job classifications may be changed during the term of this Agreement, but only after notice of the intended change is given to the Union and, if requested, within ten (10) days thereafter a special meeting is held thereon. The parties will negotiate as to the salary range for all new or changed jobs. If an agreement as to the salary cannot be negotiated, the matter shall be subject to appeal to Step 2.b. 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

(Part-time employees see Addendum)

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

Schedule of Increases:

July 1, 2019: 2.5% + \$500 lump sum

July 1, 2020: 2.5%

July 1, 2021: 2.0%

Section 2. Shift Differential.

- a. This section shall apply only to Facilities Assistant.
- b. For the purpose of this section, the second (2nd) shift is defined as any regularly scheduled work period commencing between the hours of 1:59 p.m. and 9:59 p.m.; the third (3rd) shift is defined as any regularly scheduled work hours between 10 p.m. and 4:59 a.m. Second shift employees shall receive the second shift premium for all hours worked. Employees who commence work during the third shift shall receive the premium only for the actual hours worked during the hours designated for the third shift.
- c. Facilities Assistants who work the second (2nd) shift shall receive a \$\$2.00 per hour shift premium and the third (3rd) shift shall receive a \$3.00 per hour shift premium effective July 1, 2019.
- d. A sign-up sheet for the first (1st), second (2nd) and third (3rd) shifts shall be posted and bid on by the Facilities Assistants once each calendar year. Such posting and bidding shall be accomplished during the month of October. The posting and bidding process shall take a total of ten (10) working days. Management shall post the schedule for five (5) working days. After these five (5) working days have passed, Management shall have an additional five (5) working days to implement the shift schedule in accordance with the bidding process.

Section 3. Method of Payment.

Payroll will be done by direct deposit or debit card after September 1, 2011, or as soon as the system to do so is in place.

ARTICLE 19.

Pay Changes

Section 1. Purpose.

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

Section 2. Definitions for Purpose of this Agreement.

- 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 classification 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.

Section 3. Anniversary Dates for Salary Step Increases.

- a. Establishment.
 - 1. Original Employment and Re-employment. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
 - 2. Promotion. The date one (1) year after completion of the trial 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 in each year thereafter.
- b. **Postponement of Anniversary Date.** Layoff, authorized 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 worked toward the next anniversary date shall be credited when employees return to the payroll.

Section 4. Compensation Determinations.

- a. **Original Employment and Re-employment.** Employees shall be employed at the lowest step for their position classification, unless the Employer 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 the probationary period and at the end of the promotional trial period - provided the employee is not already at the maximum step for 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 evaluated for a salary step increase on such date. The evaluation shall be made by the employee's Supervisor.
 2. Each evaluation by the employee's Supervisor shall be referred to the Library Director for final determination.
 3. Pay increases on anniversary dates shall not be based merely on the passage of time; but, rather, shall be based on merit relative to the requirements of the position. Employee performance shall be evaluated 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 the positions.

- d. Promotion or Upward Reclassification. Employees who are promoted or whose positions are reclassified to a classification in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.
- e. Transfers. An employee who is transferred shall initially be paid at the same salary step in effect immediately before such transfer.
- f. 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 salary step in the range for the lower position which is equal to or closest to the rate paid prior to demotion or reclassification, unless he/she previously held a higher step in the lower classification in which case he/she shall be paid at the higher salary step.
- g. Acting Assignment. If a supervisor is absent for more than eight (8) hours, and no other supervisory or executive employee is present in the building to be responsible for the absent employee's supervisory function during such absence, another employee shall be given an acting assignment to perform the absent employee's supervisory function. The employee shall be paid a supervisory differential of \$.20 per hour for supervising two to four (2 to 4) full-time employees or \$.40 per hour for supervising five (5) or more full-time employees, as applicable, beginning with the ninth (9th) hour of such acting assignment. However, if the absence of the supervisor lasts for more than three (3) days, the employee shall be given the acting assignment and shall be paid at the first salary step in the acting assignment range which is higher than the employee's current salary for all hours worked beginning with the twenty-fifth (25th) hour.
- h. Additional Acting Assignment. 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 in the classification to which assigned 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. This paragraph does not apply to acting assignment as set out in paragraph g. above, nor does this paragraph supersede paragraph g.

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.

ARTICLE 20.

Unpaid Leaves of Absence

Section 1. Employees who have completed their entrance probationary period may be granted leave without pay by the Employer for a period not to exceed the times as specified below. Procedures and application forms for an Unpaid Leave of Absence are the same as those for vacation requests and may be obtained from the Business Office.

Section 2. Sick Leave.

The Library Director shall, upon the advice and recommendation of the City's Medical Service, grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted.

Section 3. Parental Leave.

- a. Within one year after the birth or adoption of a child, an employee may take one unpaid leave of absence for no more than six (6) months for child rearing purposes. Such leave shall be called parental leave and shall be requested by the employee in writing. Parental leave shall commence no earlier than the date of birth or adoption of the employee's child and shall not extend beyond the child's first (1st) birthday or one (1) year from the legal date of the adoption. The Employer may grant an extension to parental leave based upon the needs of the service. An employee may request early return from parental leave, however, the Employer has the right to deny such a request based upon the needs of the service. Employees must complete their entrance probationary period to be eligible for parental leave.
- b. An employee who is granted parental leave does not have to use his/her vacation, personal days or floating holidays in conjunction with parental leave, however, they must still be taken in accordance with applicable contract provisions. Parental leave shall coordinate and be counted concurrently with any FMLA parenting leave for birth, adoption or foster care, with the exhaustion of sick time only.
- c. Full-time employees shall receive 80 hours of paid parental leave and part-time employees shall receive 40 hours of paid parental leave to be used concurrently with unpaid parental leave. Paid parental leave must be used in advance of sick time.

Section 4. Military Leave.

Library employees will be granted unpaid leaves of absence for military service according to applicable state and federal statutes and will be re-employed in the Library based on the laws in effect at the time of re-employment.

Section 5. Other.

Employees may be granted an unpaid leave of absence not to exceed one (1) year for other good cause upon application to the Library Director and with the approval of the Library Director. If an employee is not satisfied with the response from the Library Director he she may appeal to the Board of Library Commissioners for a decision.

Section 6. Seniority.

Seniority is not accumulated during an unpaid leave of absence which exceeds sixty (60) days, but previous seniority is retained by the employee. Upon return, the employee will be reinstated in the same job classification and pay scale as held when granted an unpaid leave of absence.

ARTICLE 21.

Vacation

(Part-time employees see Addendum)

Section 1. The vacation schedule set forth in this section shall apply to all full-time unit employees.

- a. Employees new to Library employment will have 24 hours of vacation time banked on the date of hire.
- b. The vacation schedule is based on a two (2) week vacation allowance. An employee with less than five (5) years of continuous service shall earn five-sixths (5/6ths) of a work day of vacation for each month of service to a maximum of ten (10) working days per year.
- c. For example, a person hired on April 5 will earn five-sixths (5/6ths) of a vacation day per month from April 5 through December 31 and on January 1 will be credited with a total of seven and one-half (7-1/2) days for that calendar year.

- d. On the first day of each calendar year following completion of the fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulatively each year) of vacation so that on January 1st following the nineteenth (19th) year of continuous service an employee will be eligible for a total of twenty-five (25) work days of vacation as follows:

Vacation Allowance

1 year: 10 days	6 years: 12 days	11 years: 17 days	16 years: 22 days
2 years: 10 days	7 years: 13 days	12 years: 18 days	17 years: 23 days
3 years: 10 days	8 years: 14 days	13 years: 19 days	18 years: 24 days
4 years: 10 days	9 years: 15 days	14 years: 20 days	19 years: 25 days
5 years: 11 days	10 years: 16 days	15 years: 21 days	20 years: 25 days

Section 2. Definitions.

- a. Service is defined as any period of time for which an employee receives wages.
- b. Vacation Day is that period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.
- c. Work Week is that 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 is service as defined in subsection a. above, uninterrupted by resignation or discharge.

Section 3. Use of Vacation.

- a. Vacations shall be scheduled with due regard for seniority, employee preference, and needs of the service. After March 1, 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 a previously scheduled vacation in the period of April 1 through September 30. After September 1 the same will apply to vacations scheduled in the period of October 1 through March 31. Applications for vacation outside the seniority window period shall be in writing, signed and dated, and shall be honored on a first-come, first-served basis as the needs of the service allow.

- b. Employees hired before July 1, 2014, shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal year to another. Any earned vacation in excess of forty (40) days shall be considered void. Provided, however, that any employee may maintain a balance of sixty-eight (68) days of accumulated vacation between the period of January 1 to November 1.
- c. Employees hired after July 1, 2014, shall be allowed to maintain a maximum accumulation of thirty (30) days of vacation from one fiscal year to another. Any earned vacation in excess of thirty (30) days shall be considered void. Provided, however, that any employee may maintain a balance of fifty-five (55) days of accumulated vacation between the period of January 1 to November 1.
- d. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.

Section 4. Cash payment in lieu of unused vacation will be made only upon termination of employment.

- a. Upon termination an employee will be paid in full to the nearest one (1/2) day for all unused vacation, up to a maximum of forty (40) work days.
- b. In the event termination is caused by death of the employee, the maximum payment limitation will not apply.

ARTICLE 22.

Holidays

(Part-time employees see Addendum)

Section 1. 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. The following are general paid holidays for Library employees:

- January 1
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- July 4
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- December 25
- Employee's Birthday

- a. Except as provided in paragraph h. of this section, the above holidays are generally celebrated on the same dates as observed by the United States Government. If a legal holiday falls on an employee's regular day off, another day is given that employee.
- b. The Library may be open on Christmas Eve. Staff members required to work on this holiday will be paid time and one-half for hours worked on such holiday in addition to their holiday pay.
- c. Employees will be credited with the number of hours in their normal work shift for each of the above holidays.
- d. To be eligible for holiday pay, an employee shall have worked the scheduled workday immediately preceding and immediately following any general paid holiday or have approved paid leave for those days.
- e. An employee on authorized unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- f. General paid holidays are not charged as vacation or sick leave.
- g. Employees who are absent without leave on a general paid holiday on which they are scheduled to work will receive no pay for that day.
- h. Martin Luther King Jr. Day, President's Day, Good Friday, Veteran's Day, the Day after Thanksgiving, and the Employee's Birthday are converted to Floating Holidays to be credited and utilized as follows:
 1. All permanent employees who have completed their entrance probationary period shall be credited with three (3) floating holidays on January 1st and three (3) floating holidays on July 1st of each year. Upon successful completion of entrance probation, newly permanent employees shall receive retroactive credit for any floating holidays otherwise credited during the employee's probationary period.
 2. The employee may take the floating holiday on any mutually agreed upon day on or after the credit has been earned. Supervisory approval for the date selected will be obtained by the employee in the same manner and on the same basis as vacation time. Credits earned for floating holidays may be used in one (1) hour increments.

3. The date selected for the floating holiday must fall before March 1 of the calendar year following the day upon which credit is earned. Failure to utilize the earned holiday before March 1 of the next calendar year shall result in forfeiture of the same.
4. In the event an employee retires, terminates employment, or dies while employed, the earned but unused, unforfeited floating holiday shall be paid on the last paycheck due the employee.

ARTICLE 23.

Sick Leave

Section 1. Regular Use.

The regular use of sick leave entitles an employee to use accumulated paid sick leave for any absence necessitated by personal illness or by off-duty injury not incurred in supplemental employment, upon approval by the Administration. An employee shall be entitled to use up to three (3) days per occurrence of his/her accumulated sick leave for any absence necessitated by the illness of an employee's minor child, his/her spouse, or his/her parent.

Section 2. Sick Leave Accumulation.

(Part-time employees see Addendum)

- a. An employee accumulates three-quarters (.75) of a day of sick leave for each calendar month of service in which the employee 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.

(Part-time employees see Addendum)

- a. Effective January 1, 2006, sick leave including all doctor or dentist appointments shall be charged to the nearest one-tenth (1/10) of an hour.

Section 4. Definitions.

- a. Immediate Family is defined as the following: spouse, children, parents, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law,

brother-in-law, sister-in-law, and grandparents-in-law of the employee (grandparents-in-law of the employee not to exceed four (4) occurrences).

- b. Service is defined as any period of time for which an employee receives wages.
- c. Supplemental Employment is defined as a paid off-duty job, including self-employment covered by sick leave benefits, health and accident insurance, Worker's Compensation, or any combination thereof.

Section 5. Personal Leave.

(Part-time employees see Addendum)

- a. Two (2) personal days are allowed each calendar year subtracted from sick bank for full-time employees.
- b. An additional 24 hours of sick leave may be used for personal leave provided the employee has a minimum of 5 years of continuous service and maintains a balance of at least 1) 360 hours sick leave for employees with 5-9 years of service, or 2) a balance of 720 hours sick leave for employees with 10+ years of service.
- c. Personal days may be taken in the lowest increment of four (4) hours. Personal days must be approved in advance by the supervisor based on needs of service.

Section 6. Vacation Use.

- a. Conversion by Employee. An employee is entitled to use accumulated paid sick leave in lieu of vacation for illness or injury while on vacation, upon application approved by the Administration and subject to substantiation as in Section 7. Application must be made within five (5) working days after return to work.
- b. Donation of Vacation Time and Sick Time. Employees may donate vacation or sick time to supplement the sick time banks of other employees who have used up all of their paid benefit time due to a medical emergency with the following conditions:
 - 1. Employees must be employed with the Library for a minimum of one year to be eligible to donate and/or receive donated sick/vacation time.

2. Medical emergency is defined as a medical condition of the employee or an Immediate Family Member that will require the prolonged/extended absence of the employee from duty and will result in the exhaustion of all paid leave available. Regular use of parental leave unrelated to a medical emergency does not qualify for donation of sick time.
3. When an employee has made a request the union will solicit voluntary donations through emails to its members. The union will certify to the Library that the employee meets the eligibility criteria and will notify the Library of which employees have agreed to donate and the amount of time. Vacation and sick time will be donated in four (4) hour units of time.
4. Eligible employees may donate a maximum of forty (40) hours of vacation or sick time per fiscal year. Employees may not donate more than fifty (50) percent of the current balance in the bank of the type of leave they wish to donate.
5. Full-time employees who receive donated vacation or sick time may receive no more than 480 hours within a rolling 12-month period. Part-time employees who receive donated vacation or sick time may receive no more than 240 hours within a rolling 12-month period.
6. Employees who are currently on an approved leave of absence cannot donate sick/vacation time.
7. The Library agrees to transfer the designated vacation or sick time to the designated employee as sick time.
8. All donations of sick/vacation time are final.

Section 7. Excluded Uses.

Paid sick leave will not be authorized:

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

Section 8. Substantiation.

An employee will be required to substantiate the use of sick leave by such reasonable means as that employee's supervisor or the Administration may

require. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave will be ground for disciplinary action up to and including discharge.

Section 9. Physical Examination.

An employee on authorized absence for more than ten (10) work days due to illness or for any period due to injury shall return to duty only after an examination and release for work by the City's medical service. In the event of a dispute, the question shall be subject to the grievance procedure, and the grievance shall be presented at the Step 3 level.

Section 10. Pay for Unused Sick Leave.

(Part-time employees see Addendum)

Unused accumulated sick leave will 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 (2080) 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 11. Notification.

Employees who will be absent on sick leave must notify their supervisor at least fifteen (15) minutes before their starting time. Failure to do so may result in the

denial of an employee's claim for paid sick leave. Employees will report their status every working day of absence unless the supervisor has been notified of the necessity for extended use of sick leave.

Section 12. Bereavement Leave.

(Part-time employees see Addendum)

An employee is entitled to take up to five (5) days bereavement leave, paid leave, without charge to sick leave, upon the death of any member of that employee's immediate family.

- a. For the purpose of this provision only, immediate family is defined as the following: spouse, domestic partner, children, parents, step-parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grand-parents-in-law of the employee (grandparents-in-law of the employee not to exceed four (4) occurrences), grandchildren, step-children, and step-grandchildren of the employee. Under certain circumstances exceptions may be granted by the Employer.
- b. An employee is entitled to use up to three (3) days of accumulated paid sick leave for any absence necessitated by death of any member of the employee's immediate family upon application approved by the Employer. Extension of time will be permitted in exceptional circumstances upon application approved by the Employer.
- c. An employee is entitled to two (2) days of bereavement leave due to the death of an employee's spouse, child or parent. This is an addition to any bereavement allowed above.

Section 13. Emergency Leave.

An employee may use up to three (3) days of accumulated paid sick leave for any absence necessitated by serious injury or acute critical illness requiring emergency medical treatment of any member of the employee's immediate family.

Section 14. Family Medical Leave Act (FMLA).

The exhaustion of sick time will be required and will run concurrently during an approved FMLA Leave.

ARTICLE 24.

Humanitarian Clause

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he or she cannot perform his or her regular job, the Employer will make every effort to place the employee in a position that he or she is physically and mentally able to perform; in so doing, the Employer will attempt to place the employee in a position as close as possible to his or her previous wage level.

ARTICLE 25.

Leave for Union Functions

Section 1. The Employer will grant the Union a total of up to five (5) workdays 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.

Section 2. The Chief Steward or his/her designee may use leave time accumulated under this Article to attend the funeral of a bargaining unit member.

ARTICLE 26.

Jury/Witness Leave

Section 1. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty or if subpoenaed to give testimony involving their official capacity or work with the Library. 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, employees shall assign to the Library all remuneration received for jury duty or as witness fees during the same period, excluding mileage and meal allowances.

ARTICLE 27.

Insurance

(Part-time employees see Addendum)

Section 1. Health Insurance

- a. The Employer shall provide a group hospital, medical, surgical insurance and vision and dental insurance policies to all full-time 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 the Employer to the employees.

The base policy will be the Health by Choices Plan as presented by the Priority Health Insurance Company and will go into effect on September 1, 2009 or as soon as reasonably possible. Vision and dental coverage will be in accordance with Appendix B. Parties have negotiated changes to the plan to go into effect September 1, 2019.

- b. Employees will contribute 20% of the total cost of the insurance package: medical, dental, and vision. This will be done on a composite rate. Using this method of calculation means that the cost of this contribution may fluctuate either up or down during the contract because of changes in employee population.
- c. 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.

Employees who opt out will receive 50% of the amount of whatever the composite rate charge per employee is for health plan coverage at the time the employee elects to opt out of the employer's plan. This amount will be deposited in any authorized deferred compensation programs (ICMA 457 Plan).

- d. 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.
- e. Every individual employed in full-time status by the employer must be covered by health insurance.
- f. Either party to this contract may request the opportunity to open discussions to offer an alternative health, dental, vision, and /or life insurance plan during the term of this contract.

Section 2. Death Benefit.

- a. The Employer shall, at its expense, provide a \$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 or her employment with the Library. 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 the Employer and shall be kept on file in the Business Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the Library by executing a "Change in Beneficiary" form as provided by the Employer. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee.

All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by the Employer, except that any employee who is granted a leave of absence 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 or her employment with the Employer and the amount of benefits which would be payable under the Worker's Compensation Act would amount to less than Fifty Thousand Dollars (\$50,000.00), the Employer shall make a lump sum cash payment equal to the difference between the amount of Fifty Thousand Dollars (\$50,000.00) and the total Worker's Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by the Employer; or, in the absence of execution of said form, to the administrator or executor of the employee's estate.
 1. For the purpose of determining the lump sum cash payment payable under the provisions of this section, the Employer shall compute the "total Worker's 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 Worker's Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Worker's Compensation Act multiplied by the number of weeks payable (presently five hundred (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 Worker's 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 Worker's Compensation Act shall be considered wholly dependent upon the deceased employee.
 3. Provisions of the 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 Worker's Compensation Act.
- c. No benefits shall be payable under this Section unless written application for such benefits is filed with the Employer by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make 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. thereof 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 Worker's Compensation Act against the Library, the beneficiary, beneficiaries, or estate of the deceased employee, as the case may be, shall be liable and shall repay to the Employer the amount equal to the compensation of Duty Disability Benefits which are paid or awarded up to the sum of Fifty Thousand Dollars (\$50,000.00).
 - e. In the event that an employee dies within two (2) years after the 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 the Employer in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Worker's 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 any provisions of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with the Employer pursuant to subsection c.

Section 3. Retiree Health Insurance.

Subject to the provisions below, it is agreed that the Library will provide a health insurance plan 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 fifty (50) years old; or (2) the employee is at least sixty-two (62) years old and has eight (8) years of service; or (3) the employee is disabled pursuant to the provisions of the pension ordinance.

All employees who retired on or before July 9, 2009, shall be covered under the terms of the City of Grand Rapids health care coverage for City employees. All employees who retire after July 9, 2009, will be covered under the Library's retiree health plan and the terms of this plan, including any employee contributions, as provided for current employees. Such coverage may change from time to time. Retirees may request to have their insurance contributions paid from the pension check.

a. Retirees Previously Covered Under the City Unified Health Plan.

Those retirees and their spouses are covered by a plan that is similar in coverage to the unified health plan at the time of their conversion (6/1/2010). This plan will remain in force until the last person turns 65 years of age or converts to Medicare.

b. Retiree Health Care for Employees Hired On or After July 9, 2009.

Employees hired on or after July 9, 2009 will be enrolled after six (6) months of service in a defined-contribution Retiree Health Care Savings Account (RHSA). Employees hired on or after July 9, 2009, must participate in the RHSA. Following retirement, they may use RHSA funds to pay for their health insurance or they may use COBRA to remain on the library's health

plan. COBRA charges may be reimbursed through the retiree's RHSA. To aid employees in making their Employee Contribution to their Retiree Health Care Savings Account, 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 \$300 (\$11.54 gross per bi-weekly payroll) for six months during which time the Library shall make contributions at the annual rate of \$825, payable in bi-weekly pay period increments (i.e. \$31.73 gross per payroll).
2. For the next one (1) year of service, the employee shall make contributions at the annual rate of \$600 (\$23.08 gross per bi-weekly payroll) during which time the Library shall make contributions at the annual rate of \$1,650, payable in bi-weekly pay period increments (i.e., \$63.46 gross per payroll).
3. For all years thereafter the employee shall make contributions at the annual rate of \$750 (\$28.85 gross per bi-weekly payroll) during which time the Library shall make contributions at the annual rate of \$2,000, payable in bi-weekly pay period increments (i.e. \$76.92 gross per payroll).

Employees hired on or after July 9, 2009 shall vest in the Library funded portion of defined contribution retiree health care system upon meeting the vesting requirements for the Library/City defined benefit pension system. If employees hired on or after July 9, 2009 separate from Library employment prior to vesting in a 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 health savings plan was selected by the Library after consultation with GREIU.

- c. Retiree Health Care for Employees hired before July 9, 2009, who are not vested in the City's General Pension System on or before July 9, 2009.

Employees hired before July 9, 2009, who did not meet the vesting requirements for the City defined benefit pension system on or before July 9, 2009, were required to participate in a defined-contribution Retiree Health

Care Savings Account (RHSA) for their early retirement health care coverage. Following retirement, they may use COBRA to remain on the Library's health plan. COBRA charges may be reimbursed through the retiree's RHSA.

These employees shall receive an Initial Library 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 Library 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 July 9, 2009, by 360.

This account will also be funded with ongoing contributions as follows:

- The employee will make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll).
- The Library 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 Library employment, they shall, in accordance with IRS regulations and plan provisions, be entitled to receive the Initial Library Contribution to their defined contribution retiree health care savings account, the annual Library contributions, their annual employee contributions, and all investment earnings from their defined contribution retiree health care savings account when they leave Library 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 July 9, 2009, and the employee contribution during the period six (6) months after January 9, 2010, through July 1, 2010, shall be \$500.

- d. Retiree Health Care for Employees Hired before July 9, 2009, Who Are Vested in the City's General Pension System on or before July 9, 2009.

Employees who have met the vesting requirements of the City defined benefit pension system on or before July 9, 2009, but have not yet retired shall be covered under the Library's health insurance plan, prior to becoming eligible for Medicare or similar national health care benefits, under the following terms and conditions.

These employees had the option to participate in the Retirement Health Savings Account (RHSA). If they chose to participate in the RHSA, they are not eligible for participation in the early retiree health plan offered by the Library.

These employees also had the option to participate in the early retiree health plan provided by the Library. By choosing this option, they may remain on the Library health plan until they turn 65 years of age or begin participation in Medicare. These participants will be required to pay an amount equal to the employee premium sharing contribution, which may change periodically.

1. Employer contribution to health insurance plan. The Library will make a contribution towards 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 "Library Contribution") based upon the number of completed months of credited service the retiree had with the Library as of their date of retirement. The minimum eligibility for any Library Contribution towards retiree health insurance costs is 96 months of credited service, with the amount the Library will contribute increasing by each additional complete month of credited service (at .29167% per month) in accordance with Attachment B.

The amount of their actual months of credited service notwithstanding, the Library 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 Library Contribution equal to 100% of the Library'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 Library's percentage portion of the retiree health insurance cost in addition to the retiree direct contribution amount.

During the period from July 9, 2009, through June 30, 2010, the Library 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 set forth in Attachment C.

2. **Deferred retirees.** As of July 9, 2009, individuals who at the time of leaving Library employment do not begin receiving a retirement benefit payment from the defined benefit retirement plan are not eligible to continue to participate in the Library health care plan except as provided under COBRA and are not eligible for any Library contribution towards retiree health care costs. Deferred retirees may not reenter the Library 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 Library group health care plan. Eligible service or disability retirees who decline to participate in the Library's health care plan shall not be eligible to reenter the Library health care plan at a later date. A service retiree is an individual who immediately upon leaving active Library 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 Library 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, at age 50 with 30 years of credited service or at the applicable City pension system's age and service retirement for Library employees 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 July 9, 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 July 9, 2009, shall be the same as 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 if applicable for that bargaining unit). 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 if applicable for that bargaining unit).
7. Voluntary Conversion to Defined Contribution Plan. All employees hired on or before July 9, 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 March 1, 2010. The conversion amount shall be the greater of (a) 5% of the actuarially determined present value of the accrued benefit or (b) 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 (see Attachment A). Ongoing contributions for those who voluntarily convert to a retiree health savings account shall be at an annual rate of \$1,750 by the Library 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).

- e. Retiree Health Care Spousal and Dependent Coverage, Prior to Becoming Eligible for Medicare or Similar National Health Care Benefits. Coverage under the Library'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 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 or legal adoption after the retiree reaches age fifty (50).
- f. Retiree Health Care for a Spouse and Eligible Dependents of a Deceased Retiree, Prior to the Time the Deceased Retiree Would Have Become Eligible for Medicare or Similar National Health Care Benefits. The spouse and eligible dependents of a deceased retiree continue to be eligible for coverage under the Library'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 the retiree health care plan at the time the retiree died. The surviving spouse shall be eligible for Library 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 Library retiree health care plan, prior to time the deceased retiree would have become eligible for Medicare or similar national health care benefits, and Library 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.
- g. Medicare Supplement Program Offered to Retirees at Age 65. Effective upon ratification, the Library shall contribute 0.7% of the base unit payroll annually to the supplemental insurance fund. Such fund shall be administered by the Grand Rapids Retirement System Board of Trustees, in accordance with the provisions on an ordinance of the City of Grand Rapids.

ARTICLE 28.

Pensions

(Part-time employees see Addendum)

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 1/01/90 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 1/01/90.
- b. Thirteenth Check Pension Supplement. For employees who retire before July 9, 2009, 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 and Casualty Reserve Funds. The amount available for distribution in any given year will be the average of the last five (5) years accumulation.

All employees who retire on or after July 9, 2009, will receive a 1% non-compounding pension escalator (after the equivalent number of years of retirement which shall make the exchange of the 1% non-compounding escalator for the 13th check an even exchange). These retirees will not receive the 13th check, will still be considered as eligible retirees for purposes of determining how the 13th check is calculated and distributed.

- c. Effective 1/01/90 the pension ordinance shall be amended to permit employees to purchase prior military service time at their sole total expense in

accordance with the formulas and procedure outlined in the memorandum from the actuary.

- d. Effective 1/01/97 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 forty (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, 2006, 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 3.63% effective January 1, 2006.
- g. Effective July 1, 2012, the pension multiplier shall be decreased to 1.8% from 2.7% for all service credit earned on or after that date. The employee contribution to the pension plan will be 3.63% of wages. Employees will be allowed to buy up to higher multipliers with increased employee contributions as follows:
 - a. 2.0% multiplier = 4.85% total employee contribution
 - b. 2.2% multiplier = 5.98% total employee contribution
 - c. 2.5% multiplier = 7.65% total employee contribution
 - d. 2.7% multiplier = 8.9% total employee contribution

Employees will be required to make an irrevocable election on their desired level of multiplier/contribution by April 1, 2012.

- h. All employees hired on or after September 1, 2011, are not eligible to participate in the City of Grand Rapids General Retirement System Defined Benefit Plan. Full-time employees hired after September 1, 2011, will participate in a define contribution plan to be developed by the City of Grand Rapids by November 1, 2011. The defined contribution plan has an employer contribution level of 6.0% and an employee contribution level of 6.0%.

ARTICLE 29.

Uniforms

Section 1. Custodial employees will continue to receive uniforms and will wear them while on duty. Smocks or aprons will be furnished to any employee whose duties expose his/her clothing to unusual wear or unusual possibility of damage.

Section 2. When an employee leaves Library employment, he/she shall turn in all of his/her Employer-issued uniforms then in his/her possession prior to receiving his/her final paycheck.

ARTICLE 30.

Worker's Compensation

(Part-time employees see Addendum)

Section 1. The Employer shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Worker's Compensation for employees injured on the job by the difference between Worker's Compensation and their normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's Worker's 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 Worker's Compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as sick leave compensation, and the Employer shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE 31.

Bulletin Boards

Section 1. The Employer shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members.

Section 2. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Chief Steward will be posted thereon. The Employer will call to the attention of the Union any posted material it considers objectionable, and it will have the material removed if it is inconsistent with the spirit of this Article.

ARTICLE 32.

No Discrimination

Section 1. The Library and the Union acknowledge their continuing responsibility to carry on equal employment opportunity practices.

Section 2. It is the policy of the Grand Rapids Public Library to promote equal opportunity for all qualified employees and applicants for employment and to prohibit discrimination in employment because of race, creed, color, national origin, sex, disability, age, marital status, sexual orientation, veteran status, or gender expression/identity.

Section 3. The Library will prepare and implement an Affirmative Action Plan which will be approved by the Grand Rapids City Attorney's Office.

Section 4. There shall be no discrimination against any employee because of his/her duties as a Union official, Steward or Committee member.

ARTICLE 33.

Maintenance of Standards

Section 1. The Employer agrees that all conditions of employment not otherwise provided for herein relating to wages, hours or 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 34.

Authorized Representatives

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

ARTICLE 35.

Supplemental Agreements

Section 1. All supplemental agreements modifying this Agreement are subject to ratification by the parties.

ARTICLE 36.

Validity

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

ARTICLE 37.

Car Allowance, Parking, and Travel

Section 1. Employees properly authorized and directed by the Employer to use their personal automobiles in the performance of Library business shall be paid at the same rate paid to employees of the City of Grand Rapids.

Section 2. The Employer agrees to provide free parking space for all bargaining unit employees who drive their personal automobiles to work.

Section 3. In no instance shall an employee receive more than eight (8) hours pay for any day while traveling to or attending out of town meetings, conventions and similar events without prior approval.

Section 4. Library employees are eligible to receive reimbursement for educational training courses for academic credit. Employees shall receive such reimbursement in accordance with the Library's Educational Policy-Tuition Reimbursement Program. All decisions concerning tuition reimbursement are at the sole discretion of the Library.

ARTICLE 38.

Bonding

Section 1. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

ARTICLE 39.

Safety Objective

Section 1. The Union and the Employer, in accordance with State and Federal Law, will cooperate in the continuing objective to provide a safe and healthful place of employment free from recognizable hazards and contagious diseases.

Section 2. Safety Committee.

The Employer and the Union shall form a Safety Committee which will meet on a quarterly basis (January, April, July, and October) to address the objective set out in Section 1 above. The Safety Committee may consult with the Risk Management Department of the City for technical assistance. The safety committee shall be comprised of two (2) representatives from the Employer and one (1) representative from each bargaining unit. The Union representatives may attend such meetings held during the work day without loss of pay or benefits. From time to time special meetings of this committee may be necessary and a member of the committee may request a meeting to be scheduled.

The members of the Library safety committee may attend the City of Grand Rapids Safety Committee meetings if related to Library operations.

Section 3. Safety Observation Reports.

Safety Observation Reports shall be available to all Library employees in locations designated by the safety committee. The safety committee shall determine the procedures for filing and answering a Safety Observation Report.

Section 4. Scheduling Employees.

The present practice of not scheduling employees to work alone in the Branch Libraries will be continued. If, however, one employee's unexpected absence leaves another employee to work alone in a Branch and a replacement for the absent employee is not supplied by the later of (a) 5:00 pm, or (b) one (1) hour after notice of absence is given to the Library Office by the remaining employee, the Branch will be closed at 5:00 p.m. (or one (1) hour after the notice is given)

and the employee will be assigned to a different location for the balance of his/her work shift.

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, even though such matter(s) may or may not have been known or contemplated by the parties at the time of negotiations or signing of this Agreement.

ARTICLE 41.

Termination and Modification

Section 1. This Agreement is effective from July 1, 2019, through 11:59 pm on June 30, 2022. The parties agree to begin negotiations on the amendment, modification, extension, and/or renewal of this Agreement between March 15 and March 30, 2022.

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 the 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 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 the Employer, to the Grand Rapids Public Library, Grand Rapids, Michigan, or to any such address as the Union or the Employer may make available to each other.

Letters of Understanding

LETTER OF UNDERSTANDING RE: PART-TIME WORK SCHEDULES

The supervisor may, if consistent with the needs of the Library and with the consent of the employee, schedule up to 6 hour shifts without providing an unpaid, one half hour lunch period.

LETTER OF UNDERSTANDING RE: VOLUNTEERS

The Grand Rapids Public Library utilizes volunteers throughout the Library's operations in tasks and responsibilities appropriate to the individual's interest and ability; however, volunteers will not replace or displace bargaining unit employees represented by the Grand Rapids Employees Independent Union. In the event of lay off of bargaining unit employees, no volunteer shall fill the position of any laid off employee.

LETTER OF UNDERSTANDING RE: BRANCH LIBRARIANS

The parties hereby recognize and acknowledge their mutual interest in maintaining entry-level professional librarian positions, and therefore agree that vacated branch Librarian I or Librarian II positions will be posted at the Librarian I level.

The parties further agree, however, that Librarian I's hired for/and or assigned to a branch facility shall be automatically upgraded to the rank of Librarian II upon successful completion of two year's continuous service as a branch-assigned Librarian I. An upgrade from the Librarian I to the Librarian II position may be granted in advance of the otherwise two-year minimum requirement at the discretion of the Library Director based on comparable qualifications and/or experience earned in a non-branch or non-contiguous capacity.

LETTER OF UNDERSTANDING RE: SERVICE DESK LUNCH BREAKS

It is agreed between the GREIU and the Grand Rapids Public Library that supervisors may grant, upon request and consistent with the needs of the Library, a one-half hour lunch break for employees assigned to the service desk in order to allow the employee to leave work at 5:00 p.m.

It is further expressly agreed and understood that the exercise of supervisory discretion in granting or denying said requests shall not be subject to challenge through the grievance procedure.

LETTER OF UNDERSTANDING RE: SUNDAY HOURS

The Grand Rapids Public Library and the Grand Rapids Employees Independent Union, as part of the negotiations over the 1998-2002 bargaining agreements for both the supervisory and non-supervisory bargaining units, have agreed to the following understanding regarding Sunday hours and renovation closings.

If the Library determines to make Sunday work hours part of a regular full-time work schedule for an employee, the Library shall notify and meet with the GREIU to negotiate over the impact of such Sunday hours, prior to implementing such a work schedule. The Library administration

Letters of Understanding

will continue to notify both staff and the union representatives, as soon as reasonably possible, of the closing schedules of the various libraries for their planned renovations.

LETTER OF UNDERSTANDING RE: 2006-2007 AGREEMENT

During the negotiation and settlement of the 2006-2007 collective bargaining agreement, the parties came to following agreements and understandings regarding the implementation of this contract.

Should the City of Grand Rapids not allow the Library to continue with the same benefit levels provided in the current health and pension plans, either party may reopen the contract with 14 days written notice and the parties will meet to negotiate the impact.

Pursuant to the Library's Family Medical Leave Policy, sick leave and FMLA leave will be used concurrently.

The G.R.E.I.U. has agreed to drop its pending unfair labor practice charge regarding shift differentials.

The G.R.E.I.U has agreed to settle the pending grievance over the involuntary application of accrued vacation time to cover an unpaid absence due to illness. The Library has agreed to recredit the grievant with 1 day of vacation.

LETTER OF UNDERSTANDING RE: 2008-2012 AGREEMENT

During the negotiation and settlement of the 2008-2012 collective bargaining agreement, the parties came to following agreements and understandings regarding the implementation of this contract.

The Library will do a study on the workloads in the branches and form a committee with GREIU representation to discuss ways to address better assigning resources to balance the work loads.

With implementation of the new Attendance Plan, the parties agree to resolve the Roger Boss grievance by the Library removing the disciplinary notice from his file and the GREIU withdrawing the grievance. Mr. Boss will receive verification of the removal.

The parties agree that wages only shall be retroactive to January 1, 2009, in accordance with the agreed upon wage schedules. No other provisions of the contract are retroactive beyond the date of final ratification, July 29, 2009.

LETTER OF UNDERSTANDING RE: UNION'S USE OF MEETING ROOMS

The Union may request the use of a meeting room up to four (4) times per year for the purpose of meeting with their membership. These meetings will be during employees' non-working time. Additional access will be allowed on the same terms as provided to the public.

Letters of Understanding

LETTER OF UNDERSTANDING RE: UNION PRESENTATIONS AT NEW HIRE ORIENTATIONS

During the initial new hire orientation, the Union representative shall be given thirty (30) minutes to meet separately with the new hire(s). The Library shall provide the Union with a new hire's classification and job department before the initial new hire orientation or as soon thereafter as administratively feasible.

LETTER OF UNDERSTANDING RE: RETURN-TO-WORK PHYSICALS

Employees who are off work for ten (10) consecutive sick days or more and are required to have a return-to-work physical will be able to have the physical on paid time.

LETTER OF UNDERSTANDING RE: AGENCY SHOP

In the event that there is a change in existing law that allows an agency shop relationship, the Union has the right to reopen this agreement to bargain regarding modifications to the agreement on that topic rather than waiting to the end of the existing contractual period.

LETTER OF UNDERSTANDING RE: CONFERENCE ATTENDANCE

When an employee has not been directed to attend an event by management, then paid work time, travel, accommodations, meals, and event registration reimbursement is an optional benefit provided by GRPL to employees and is subject to preapproval by the Library Director. Employees who elect and apply to attend conferences, training, and similar events outside of the Library will be paid for all normally scheduled work hours at their regular rate of pay while traveling and attending the conference. No overtime hours will be created. Employees who opt to travel or attend a conference on a normally scheduled day off will not be paid on that day and are expected to adhere to their regular work schedule on days immediately preceding and following the event. Employees who are approved to attend conferences, training, and similar events outside the Library shall be reimbursed for expenses for which they can provide documentation to the limits outlined on the travel authorization form.

LETTER OF UNDERSTANDING RE: FUTURE EMPLOYEE CONTRIBUTIONS TO HEALTH CARE

It was mutually agreed on June 23, 2016, during bargaining for this agreement, that the Library will move from a composite rate for employee contributions to a tiered rate on September 1, 2018. Categories to determine cost will be "single," "couple," "single with children," and "family."

ADDENDUM TO LABOR AGREEMENT FOR PART-TIME EMPLOYEES

The articles of the Agreement, between the GRAND RAPIDS PUBLIC LIBRARY and the GRAND RAPIDS EMPLOYEES INDEPENDENT UNION, listed below shall not apply to part-time employee bargaining unit members:

- Article 12: Seniority
- Article 15: Hours of Work Sections 2, 3, and 4
- Article 16: Overtime, Sections 1, 2, and 3
- Article 18: Wages
- Article 21: Vacation
- Article 22: Holidays, Section 2c
- Article 23: Sick Leave, Sections 2, 3, 5, 10, and 12
- Article 27: Insurance
- Article 28: Pensions
- Article 30: Worker's Compensation

The following provisions shall apply to part-time employee bargaining unit members:

ARTICLE 12.
SENIORITY

Section 1. Definitions.

- a. Seniority shall mean the status attained by length of continuous service with the Library in a bargaining unit.
- b. Continuous service shall mean any period of time, uninterrupted by resignation or discharge, for which an employee receives wages as a bargaining unit member.

Section 2. Accrual of Seniority.

- a. Seniority begins with the most recent date of entering service with the Library as a bargaining unit employee and shall be determined by the total number of hours worked as a bargaining unit employee.
- b. All original appointments into the Library service shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period the Employer may remove a probationary employee, who shall have no recourse to the grievance procedure.
- c. Part-time seniority is earned from date of hire as a bargaining unit employee. Part-time seniority shall be converted to full-time for purposes of bidding into a full-time position or upon achieving full-time status. Part-time seniority shall be converted to full-time seniority based upon hours worked; i.e., 2,080

hours equals one year of full-time seniority. Hours worked shall include all compensated time. Part-time seniority shall be converted to an eight (8) hour day.

Section 3. Loss of Seniority.

Employees lose their seniority for the following reasons:

- a. Discharge, unless reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Library, and who has no legitimate reason for not notifying the Library of his or 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 one (1) year or the length of the employee's seniority, whichever is greater.
- g. Taking a Library position outside of the bargaining unit when the length of the employee's seniority is less than the time the employee has worked outside of the bargaining unit.

Section 4. Seniority Lists.

The Employer shall maintain seniority lists of employees, arranged in alphabetical order, showing the employees name, job title, date of hire, and the total number of hours worked as a bargaining unit employee as of December 31st of the preceding calendar year. The Employer shall furnish a copy to the Chief Steward and to the Grand Rapids Employees Independent Union in March and September of each year. In the event that conditions beyond the general control of the Employer prevent preparation of the seniority lists as herein provided, the Employer will so inform the Union, giving the reasons for the delay and the projected preparation date.

Section 5. Application of Seniority.

Seniority shall apply for purposes of vacation, layoff, and recall, promotions and transfer, and permanent schedule changes to the extent provided elsewhere in this agreement.

- a. Promotions and Transfers. Vacancies in the bargaining unit which the Employer intends to fill shall be posted for a period of at least five (5) days during which interested employees may apply. The following guidelines shall apply:
 1. For positions that require skills tests, the Library will periodically offer such testing for interested individuals. Such testing need not be offered in conjunction with a vacancy, but will be offered if there are no applicants with current passing test scores of at least 75% on the required skills test. Employees who may be interested in future openings are encouraged to take the testing when offered, and maintain a current passing score.
 2. A passing test score will remain current for a period of 12 months from the date the test was taken. Any employee who has a current passing test score of at least 75% on file as of the date of this settlement may use that score for up to 12 months from the date of the test.
 3. Employees applying for an open position which requires skills proficiency must have a current passing test score of at least 75% on file for those skills with either the City or the Library.
 4. The Library staff will select the individuals to be interviewed from among the qualified applicants. A passing score on the required skills test does not guarantee selection for an interview.
- b. Promotional Trial Period. Employees, who are promoted or transferred pursuant to the provisions of subsection a., above, shall be required to serve a six (6) month trial period. An employee shall be evaluated at a point midway through and again at the end of the trial period. The appointment shall become final if the evaluation at the end of six (6) months shows the employee's performance to be satisfactory. If the employee's performance is not satisfactory, the employee shall be returned to his/her previous position. During the first month of the trial period, the employee may elect to return to his/her previous position. After the first month, the employee may return to his/her position only upon approval of the Employer. Any employee

transferred shall be given the necessary orientation in order to make an effective transition.

- c. An unsuccessful internal candidate for promotion or transfer shall have the option, upon written request, to receive the reasons in writing or to have a meeting with the Human Resources Manager to orally discuss the selection process.
- d. Non-Bargaining Unit Personnel:
 1. Subject to Section 3.g. above, when an employee leaves the bargaining unit yet remains a Library employee, the employee shall retain his/her seniority; however, the employee shall not accrue additional seniority.
 2. A laid-off employee who is outside of the bargaining unit, and who has also accumulated seniority within the unit, may use only that seniority accumulated within the unit to displace a less senior bargaining unit member.
 3. A Library employee who is outside of the bargaining unit, and who has accumulated seniority within the bargaining unit, may use only that seniority accumulated within the unit when applying for a vacant or promotional position within the bargaining unit.
 4. An employee who takes a position in the Library outside of the bargaining unit, and after six (6) months have elapsed returns to the bargaining unit, shall continue to accrue seniority during the six (6) months that the employee was out of the bargaining unit.
- e. Promotions from Part-Time to Full-Time Positions:
 1. Part-time employees who have completed two years' continuous service in one of the following classifications:
 - Library Assistant IIand who apply for a posted full-time position in the same classification shall be hired for the full-time position based on seniority.
 2. Part-time employees who have completed two years' continuous service in one of the following classifications:
 - Librarian I
 - Clerical Aide II

and who apply, but are not hired, for a posted full-time position in the same classification shall be entitled to receive at the employee's request in writing the reason or reasons for the employee's non-selection for the position.

3. When applying for full-time positions, part-time employees will utilize their converted seniority. When applying for part-time positions, part-time seniority shall be based upon date of hire as a bargaining unit employee.

ARTICLE 15.

Hours of Work

Section 1. Extra Assignments.

Part-time employees may sign a volunteer list for filling unexpected vacancies. Employees on this list shall not be considered available for an opportunity for work assignments which occur during his/her scheduled work. Employees shall be placed on the volunteer list in the order of seniority by classification with the most senior employee having the first opportunity for assignment within his/her current classification. The employee must also have the necessary skill set to perform the available assignment. The employer shall exhaust the volunteer list in order with the opportunity to work being provided to an employee depending upon his/her location on the list and availability. Employees who are unavailable or not interested in the assignment will be passed over until the next rotation on the list. The employer shall not be required to use volunteers on the list if it will result in overtime. The employer may shift employees already on shift at other assignments to meet the staffing need. This process will not be used for Acting Assignments. In the event an employee misses his/her opportunity, the sole remedy shall be the opportunity for the next available assignment. Employees who add their name to the list will be slotted based on their seniority and will have their turn when the list reaches their names.

ARTICLE 16.

Overtime

Section 1. Overtime shall consist of hours worked which have been authorized by an Executive employee and are in excess of 8 hours per day (not including lunch periods).

Section 2. For purposes of computing overtime, paid-for time (holidays, vacations, sick leave, jury duty) will be considered as having been worked time.

Section 3. A part-time employee who is called in to work by an Executive employee at a time other than his or her scheduled starting time, shall be guaranteed a minimum of two hours in addition to their scheduled work shift. This guaranteed minimum

shall not apply to work which is continuous with the employee's scheduled work shift.

ARTICLE 18.

Wages

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A-1.

Schedule of Increases:

July 1, 2019: 2.5% + \$500 lump sum

July 1, 2020: 2.5%

July 1, 2021: 2.0%

Section 2. Step placement will be made based on the employee's length of service as of January 1, 1997. Step A requires six months and Step B requires eighteen months of service. Step movement for part-time employees not at the top of the scale will be merit-based, requiring a satisfactory evaluation to move to the next step.

Section 3. Sunday Premium

Part-time employees who work Sunday hours shall receive a \$3.00 per hour premium for hours worked.

Section 4. Payroll Deduction

If the city's payroll system is able to provide for the deduction and transfer of funds in its normal manner of business, the Library will allow voluntary payroll deductions by part-time employees for the ICMA program

ARTICLE 21.

Vacation

Section 1. Vacation credit process.

Employees new to Library employment will have 12 hours of vacation time banked on the date of hire.

Employees shall be annually credited with forty (40) hours of vacation for the first 1,040 hours worked as a bargaining unit employee. Hours worked above 1,040 will result in a pro-ration, based on the hours worked divided by 1,040, with percentage multiplied times 40 hours. Vacation hours will be capped at 80 hours accumulation per year.

Employees shall be credited with four (4) additional hours of vacation on January 1st following the employee's completion of ten (10) years' continuous service with

the Library, and shall earn one (1) additional hour of vacation for each of the next four (4) years thereafter, up to a maximum of eight (8) additional hours of vacation following the employee's completion of fourteen (14) years' of continuous service with the Library. These hours shall be credited in addition to the employee's annually credited vacation hours based on the number of hours worked pursuant to Section 1 above.

Section 2. Definitions:

- a. "Hours worked" means the total number of hours for which the employee receives pay.
- b. "Service" is defined as any period of time for which an employee receives wages as a bargaining unit member.
- c. "Continuous service" is service as defined in subsection b. above, uninterrupted by resignation or discharge.

Section 3. Use of Vacation.

- a. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service. After March 1, 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 a previously scheduled vacation in the period of April 1 through September 30. After September 1, the same will apply to vacations scheduled in the period of October 1 through March 31. Applications for vacation outside the seniority window shall be in writing, signed and dated, and shall be honored on a first come, first served basis as the needs of the service allow.
- b. Part-time employees shall be allowed to maintain a maximum of 120 hours of vacation from one fiscal year to another. Provided, however, that any employee may maintain a balance of in excess of the 120 hours of accumulated vacation between the period of January 1 to November 1, to accommodate for the current year's accumulation. Sufficient vacations days must be used by November 1 to bring the total below 120 hours, or the excess hours will be forfeited.
- c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- d. An employee may request, but shall not be required to use accumulated vacation time to cover an unpaid absence, subject to approval by the Administration.

Section 4. Cash payment in lieu of unused vacation will be made only upon termination of employment.

- a. Upon termination an employee will be paid in full to the nearest hour for all unused vacation, up to a maximum of one hundred and twenty (120) hours.
- b. In the event termination is caused by death of the employee the maximum payment limitation will not apply.

ARTICLE 22.

Holidays

Section 2. c. Employees hired to work less than thirty (30) hours per week shall be credited with four (4) hours for each of the identified holidays. Employees hired to work thirty (30) hours per week or more shall be credited with six (6) hours for each of the identified holidays. The Library shall annually review actual hours worked and shall provide two (2) additional hours' retroactive holiday credit for which the employee received four (4) hours holiday credit to those employees hired to work less than thirty (30) hours per week but who averaged thirty (30) or more hours per week the preceding year.

ARTICLE 23.

Bereavement Leave and Absence Due to Illness

Section 1. Bereavement Leave.

- a. An employee is entitled to take up to five (5) days paid bereavement leave without charge to sick leave upon the death of any member of the employee's immediate family.
- b. For the purpose of this provision only, immediate family is defined as the following: spouse, domestic partner, children, parents, step-parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grand-parents-in-law of the employee (grandparents-in-law of the employee not to exceed four (4) occurrences), grandchildren, step-children, and step-grandchildren of the employee. Under certain circumstances exceptions may be granted by the Employer.
- c. An employee is entitled to use up to three (3) days of accumulated sick leave, floating holiday, or vacation credit for any absence necessitated by death of any member of the employee's immediate family upon application approved by the Employer. Extension of time will be permitted in exceptional circumstances upon application approved by the Employer.

- d. An employee is entitled to two (2) days of bereavement leave due to the death of an employee's spouse, child or parent. This is an addition to any bereavement allowed above.

Section 2. Absence from Work Due to Illness.

- a. The provisions of this section shall apply only to those instances of absence necessitated by personal illness or off-duty injury not incurred in supplemental employment, or due to serious injury or acute critical illness requiring emergency medical treatment of any member of the employee's immediate family as defined in Section 1.-b. above.
- b. Employees who will be absent from work pursuant to subsection a. must notify their supervisor at least fifteen (15) minutes before their starting time, and shall report their status every working day of absence unless the supervisor has been notified of the necessity for extended leave.
- c. At the discretion of the Library, the employee's work schedule may be adjusted during the remainder of the pay period in which the absence occurs in order to meet the needs of the service and to avoid or minimize the employee's loss of paid time.
- d. If circumstances prevent adjusting the employee's schedule sufficient to cover lost time, and conditioned upon compliance with the notification requirement set forth in subsection b. above, the employee may request accrued time off, subject to approval by the Administration, but shall not be required to use accumulated floating holiday or vacation time to cover the absence.
- e. Part-time employees will be required to substantiate the illness or injury necessitating absence by such reasonable means as the employee's supervisor or the Administration may require. Intentional falsification of any sick leave affidavit or fraudulent claims of illness or injury necessitating absence will be grounds for disciplinary action up to and including discharge.

Section 3. Sick Leave.

- a. Effective July 1, 2016, employees will be credited annually with five (5) four-hour paid sick days and three (3) four-hour unpaid sick days. Sick time is cumulative.

b. Two (2) personal days are allowed each calendar year subtracted from sick bank for part-time employees

APPENDIX A
Wage Schedules Rank & File Unit I

GRAND RAPIDS PUBLIC LIBRARY
RANK AND FILE UNIT
WAGE SCHEDULE 7/28/2019

COD									
E	TITLE	RANGE	H	A	B	C	D	E	F
982	OFFICE ASSISTANT I	7G	\$16.3376 \$33,982	\$17.3172 \$36,020	\$17.9020 \$37,236	\$18.4706 \$38,419	\$19.0869 \$39,701	\$19.7347 \$41,048	\$20.3985 \$42,429
985	OFFICE ASSISTANT II	9G	\$17.4437 \$36,283	\$18.4866 \$38,452	\$19.1025 \$39,733	\$19.8453 \$41,278	\$20.6036 \$42,856	\$21.2201 \$44,138	\$21.9785 \$45,715
983	FACILITIES ASSISTANT	10G	\$17.9966 \$37,433	\$19.0869 \$39,701	\$19.7347 \$41,048	\$20.3985 \$42,429	\$21.1409 \$43,973	\$21.9785 \$45,715	\$22.8160 \$47,457
924	LIBRARY NETWORK SUPPORT TECH	11G	\$18.6287 \$38,748	\$19.7347 \$41,048	\$20.3985 \$42,429	\$21.1409 \$43,973	\$21.9785 \$45,715	\$22.8160 \$47,457	\$23.6530 \$49,198
939	LIBRARY SECURITY GUARD	11G	\$18.6287 \$38,748	\$19.7347 \$41,048	\$20.3985 \$42,429	\$21.1409 \$43,973	\$21.9785 \$45,715	\$22.8160 \$47,457	\$23.6530 \$49,198
984	FINANCIAL ASSISTANT I	11G	\$18.6287 \$38,748	\$19.7347 \$41,048	\$20.3985 \$42,429	\$21.1409 \$43,973	\$21.9785 \$45,715	\$22.8160 \$47,457	\$23.6530 \$49,198
986	OFFICE ASSISTANT III	12G	\$19.2451 \$40,030	\$20.3985 \$42,429	\$21.1409 \$43,973	\$21.9785 \$45,715	\$22.8160 \$47,457	\$23.6530 \$49,198	\$24.5381 \$51,039
994	LIBRARY BUSINESS OFFICE ADMINISTRATIVE ASSISTANT	12G	\$19.2451 \$40,030	\$20.3985 \$42,429	\$21.1409 \$43,973	\$21.9785 \$45,715	\$22.8160 \$47,457	\$23.6530 \$49,198	\$24.5381 \$51,039
995	LIBRARY MAINTENANCE MECHANIC	13G	\$19.1624 \$39,858	\$20.2960 \$42,216	\$21.1690 \$44,032	\$21.9346 \$45,624	\$22.7008 \$47,218	\$23.6044 \$49,097	\$24.4929 \$50,945
936	LIBRARY ASSISTANT II	16G	\$22.3103	\$23.6530	\$24.5381	\$25.5018	\$26.4184	\$27.4296	\$28.5356

GRAND RAPIDS PUBLIC LIBRARY
RANK AND FILE UNIT
WAGE SCHEDULE 7/28/2019

COD		RANGE	H	A	B	C	D	E	F
E	TITLE		\$46,405	\$49,198	\$51,039	\$53,044	\$54,950	\$57,054	\$59,354
	LIBRARY COMMUNICATIONS								
977	ASST	16G	\$22.3103 \$46,405	\$23.6530 \$49,198	\$24.5381 \$51,039	\$25.5018 \$53,044	\$26.4184 \$54,950	\$27.4296 \$57,054	\$28.5356 \$59,354
935	LIBRARY INFORMATION SYSTEMS ASSISTANT	25L		\$29.7367 \$61,852	\$31.2218 \$64,941	\$32.8016 \$68,227	\$34.4134 \$71,580	\$36.1671 \$75,228	\$37.9524 \$78,941
987	LIBRARIAN I	21G	\$26.9238 \$56,001	\$28.5356 \$59,354	\$29.4995 \$61,359	\$30.5106 \$63,462	\$31.5217 \$65,565	\$32.6279 \$67,866	\$33.7657 \$70,233
996	LIBRARY SYSTEMS ADMINISTRATOR	21G	\$26.9238 \$56,001	\$28.5356 \$59,354	\$29.4995 \$61,359	\$30.5106 \$63,462	\$31.5217 \$65,565	\$32.6279 \$67,866	\$33.7657 \$70,233
988	LIBRARIAN II/SPECIALIST	22G	\$27.8245 \$57,875	\$29.4995 \$61,359	\$30.5106 \$63,462	\$31.5217 \$65,565	\$32.6279 \$67,866	\$33.7657 \$70,233	\$34.9980 \$72,796
992	LIBRARY WEB BRANCH MANAGER	22G	\$27.8245 \$57,875	\$29.4995 \$61,359	\$30.5106 \$63,462	\$31.5217 \$65,565	\$32.6279 \$67,866	\$33.7657 \$70,233	\$34.9980 \$72,796
989	LIBRARY PROGRAM MANAGER	23G		\$27.9495 \$58,135	\$29.3469 \$61,042	\$30.8141 \$64,093	\$32.3546 \$67,298	\$33.9724 \$70,663	\$35.6713 \$74,196

GRAND RAPIDS PUBLIC LIBRARY
RANK AND FILE UNIT
WAGE SCHEDULE 7/01/2020

COD E	TITLE	RANG E	RANG						
			H	A	B	C	D	E	F
982	OFFICE ASSISTANT I	7G	\$16.7460 \$34,832	\$17.7501 \$36,920	\$18.3496 \$38,167	\$18.9324 \$39,379	\$19.5641 \$40,693	\$20.2281 \$42,074	\$20.9085 \$43,490
985	OFFICE ASSISTANT II	9G	\$17.8798 \$37,190	\$18.9488 \$39,413	\$19.5801 \$40,727	\$20.3414 \$42,310	\$21.1187 \$43,927	\$21.7506 \$45,241	\$22.5280 \$46,858
983	FACILITIES ASSISTANT	10G	\$18.4465 \$38,369	\$19.5641 \$40,693	\$20.2281 \$42,074	\$20.9085 \$43,490	\$21.6694 \$45,072	\$22.5280 \$46,858	\$23.3864 \$48,644
924	LIBRARY NETWORK SUPPORT TECH	11G	\$19.0944 \$39,716	\$20.2281 \$42,074	\$20.9085 \$43,490	\$21.6694 \$45,072	\$22.5280 \$46,858	\$23.3864 \$48,644	\$24.2443 \$50,428
939	LIBRARY SECURITY GUARD	11G	\$19.0944 \$39,716	\$20.2281 \$42,074	\$20.9085 \$43,490	\$21.6694 \$45,072	\$22.5280 \$46,858	\$23.3864 \$48,644	\$24.2443 \$50,428
984	FINANCIAL ASSISTANT I	11G	\$19.0944 \$39,716	\$20.2281 \$42,074	\$20.9085 \$43,490	\$21.6694 \$45,072	\$22.5280 \$46,858	\$23.3864 \$48,644	\$24.2443 \$50,428
986	OFFICE ASSISTANT III	12G	\$19.7262 \$41,031	\$20.9085 \$43,490	\$21.6694 \$45,072	\$22.5280 \$46,858	\$23.3864 \$48,644	\$24.2443 \$50,428	\$25.1516 \$52,315
994	LIBRARY BUSINESS OFFICE ADMINISTRATIVE ASSISTANT	12G	\$19.7262 \$41,031	\$20.9085 \$43,490	\$21.6694 \$45,072	\$22.5280 \$46,858	\$23.3864 \$48,644	\$24.2443 \$50,428	\$25.1516 \$52,315
995	LIBRARY MAINTENANCE MECHANIC	13G	\$19.6415 \$40,854	\$20.8034 \$43,271	\$21.6982 \$45,132	\$22.4830 \$46,765	\$23.2683 \$48,398	\$24.1945 \$50,325	\$25.1052 \$52,219
936	LIBRARY ASSISTANT II	16G	\$22.8681 \$47,566	\$24.2443 \$50,428	\$25.1516 \$52,315	\$26.1393 \$54,370	\$27.0789 \$56,324	\$28.1153 \$58,480	\$29.2490 \$60,838

GRAND RAPIDS PUBLIC LIBRARY
RANK AND FILE UNIT
WAGE SCHEDULE 7/01/2020

COD E	TITLE	RANG							
		E	H	A	B	C	D	E	F
	LIBRARY COMMUNICATIONS								
977	ASST	16G	\$22.8681 \$47,566	\$24.2443 \$50,428	\$25.1516 \$52,315	\$26.1393 \$54,370	\$27.0789 \$56,324	\$28.1153 \$58,480	\$29.2490 \$60,838
935	LIBRARY INFORMATION SYSTEMS ASSISTANT	25L		\$30.4801 \$63,399	\$32.0023 \$66,565	\$33.6216 \$69,933	\$35.2737 \$73,369	\$37.0713 \$77,108	\$38.9012 \$80,915
987	LIBRARIAN I	21G	\$27.5969 \$57,402	\$29.2490 \$60,838	\$30.2370 \$62,893	\$31.2734 \$65,049	\$32.3097 \$67,204	\$33.4436 \$69,563	\$34.6098 \$71,988
996	LIBRARY SYSTEMS ADMINISTRATOR	21G	\$27.5969 \$57,402	\$29.2490 \$60,838	\$30.2370 \$62,893	\$31.2734 \$65,049	\$32.3097 \$67,204	\$33.4436 \$69,563	\$34.6098 \$71,988
988	LIBRARIAN II/SPECIALIST	22G	\$28.5201 \$59,322	\$30.2370 \$62,893	\$31.2734 \$65,049	\$32.3097 \$67,204	\$33.4436 \$69,563	\$34.6098 \$71,988	\$35.8730 \$74,616
992	LIBRARY WEB BRANCH MANAGER	22G	\$28.5201 \$59,322	\$30.2370 \$62,893	\$31.2734 \$65,049	\$32.3097 \$67,204	\$33.4436 \$69,563	\$34.6098 \$71,988	\$35.8730 \$74,616
989	LIBRARY PROGRAM MANAGER	23G		\$28.6482 \$59,588	\$30.0806 \$62,568	\$31.5845 \$65,696	\$33.1635 \$68,980	\$34.8217 \$72,429	\$36.5631 \$76,051

GRAND RAPIDS PUBLIC LIBRARY
RANK AND FILE UNIT
WAGE SCHEDULE 7/01/2021

COD E	TITLE	RANG E	H	A	B	C	D	E	F
									\$21.326
982	OFFICE ASSISTANT I	7G	\$17.0809 \$35,528	\$18.1051 \$37,659	\$18.7166 \$38,931	\$19.3110 \$40,167	\$19.9554 \$41,507	\$20.6327 \$42,916	7 \$44,359
									\$22.978
985	OFFICE ASSISTANT II	9G	\$18.2374 \$37,934	\$19.3278 \$40,202	\$19.9717 \$41,541	\$20.7482 \$43,156	\$21.5411 \$44,805	\$22.1856 \$46,146	6 \$47,795
									\$23.854
983	FACILITIES ASSISTANT	10G	\$18.8154 \$39,136	\$19.9554 \$41,507	\$20.6327 \$42,916	\$21.3267 \$44,359	\$22.1028 \$45,974	\$22.9786 \$47,795	1 \$49,617
									\$24.729
924	LIBRARY NETWORK SUPPORT TECH	11G	\$19.4763 \$40,511	\$20.6327 \$42,916	\$21.3267 \$44,359	\$22.1028 \$45,974	\$22.9786 \$47,795	\$23.8541 \$49,617	2 \$51,437
									\$24.729
939	LIBRARY SECURITY GUARD	11G	\$19.4763 \$40,511	\$20.6327 \$42,916	\$21.3267 \$44,359	\$22.1028 \$45,974	\$22.9786 \$47,795	\$23.8541 \$49,617	2 \$51,437
									\$24.729
984	FINANCIAL ASSISTANT I	11G	\$19.4763 \$40,511	\$20.6327 \$42,916	\$21.3267 \$44,359	\$22.1028 \$45,974	\$22.9786 \$47,795	\$23.8541 \$49,617	2 \$51,437
									\$25.654
986	OFFICE ASSISTANT III	12G	\$20.1207 \$41,851	\$21.3267 \$44,359	\$22.1028 \$45,974	\$22.9786 \$47,795	\$23.8541 \$49,617	\$24.7292 \$51,437	6 \$53,362
									\$25.654
994	LIBRARY BUSINESS OFFICE ADMINISTRATIVE ASSISTANT	12G	\$20.1207 \$41,851	\$21.3267 \$44,359	\$22.1028 \$45,974	\$22.9786 \$47,795	\$23.8541 \$49,617	\$24.7292 \$51,437	6 \$53,362
									\$25.607
995	LIBRARY MAINTENANCE MECHANIC	13G	\$20.0343 \$41,671	\$21.2195 \$44,136	\$22.1322 \$46,035	\$22.9327 \$47,700	\$23.7337 \$49,366	\$24.6784 \$51,331	3 \$53,263

GRAND RAPIDS PUBLIC LIBRARY
RANK AND FILE UNIT
WAGE SCHEDULE 7/01/2021

COD E	TITLE	RANG E	H	A	B	C	D	E	F
									\$29,834
936	LIBRARY ASSISTANT II	16G	\$23,3255 \$48,517	\$24,7292 \$51,437	\$25,6546 \$53,362	\$26,6621 \$55,457	\$27,6205 \$57,451	\$28,6776 \$59,649	0 \$62,055
977	LIBRARY COMMUNICATIONS ASST	16G	\$23,3255 \$48,517	\$24,7292 \$51,437	\$25,6546 \$53,362	\$26,6621 \$55,457	\$27,6205 \$57,451	\$28,6776 \$59,649	\$29,834 0 \$62,055
935	LIBRARY INFORMATION SYSTEMS ASSISTANT	25L		\$31,0897 \$64,667	\$32,6423 \$67,896	\$34,2940 \$71,332	\$35,9792 \$74,837	\$37,8127 \$78,650	\$39,679 2 \$82,533
987	LIBRARIAN I	21G	\$28,1488 \$58,550	\$29,8340 \$62,055	\$30,8417 \$64,151	\$31,8989 \$66,350	\$32,9559 \$68,548	\$34,1125 \$70,954	\$35,302 0 \$73,428
996	LIBRARY SYSTEMS ADMINISTRATOR	21G	\$28,1488 \$58,550	\$29,8340 \$62,055	\$30,8417 \$64,151	\$31,8989 \$66,350	\$32,9559 \$68,548	\$34,1125 \$70,954	\$35,302 0 \$73,428
988	LIBRARIAN II/SPECIALIST	22G	\$29,0905 \$60,508	\$30,8417 \$64,151	\$31,8989 \$66,350	\$32,9559 \$68,548	\$34,1125 \$70,954	\$35,3020 \$73,428	\$36,590 5 \$76,108
992	LIBRARY WEB BRANCH MANAGER	22G	\$29,0905 \$60,508	\$30,8417 \$64,151	\$31,8989 \$66,350	\$32,9559 \$68,548	\$34,1125 \$70,954	\$35,3020 \$73,428	\$36,590 5 \$76,108
989	LIBRARY PROGRAM MANAGER	23G		\$29,2212 \$60,780	\$30,6822 \$63,819	\$32,2162 \$67,010	\$33,8268 \$70,360	\$35,5181 \$73,878	\$37,294 4 \$77,572

GRAND RAPIDS PUBLIC LIBRARY
 HOURLY PART-TIME EMPLOYEES
 WAGE SCHEDULE 7/28/2019

CODE	TITLE	RANG			
		E	H	A	B
928	LIBRARY HELP DESK TECHNICIAN	11LPT	\$18.1706	\$18.8975	\$19.6559
937	LIBRARY ASSISTANT II - PART TIME	03LPT	\$20.5563	\$21.3781	\$22.2312
938	LIBRARY SECURITY GUARD	04LPT	\$15.5794	\$16.1956	\$16.8434
961	LIBRARY CUSTODIAN	05LPT	\$14.0942	\$14.6629	\$15.2475
968	LIBRARY NETWORK SUPPORT TECH	11LPT	\$18.1706	\$18.8975	\$19.6559
969	LIBRARY CLERICAL AIDE I	07LPT	\$13.5569	\$14.0942	\$14.6629
970	BUSINESS OFFICE ADMIN ASST	12LPT	\$20.5563	\$21.3781	\$22.2312
971	LIBRARY CLERICAL AIDE II - PART TIME	08LPT	\$14.2206	\$14.7890	\$15.3741
990	LIBRARIAN I	10LPT	\$26.9238	\$28.5356	\$29.4995
993	LIBRARY COMMUNICATIONS ASSISTANT - PART TIME	14LPT	\$22.3103	\$23.6530	\$24.5381

GRAND RAPIDS PUBLIC LIBRARY
 HOURLY PART-TIME EMPLOYEES
 WAGE SCHEDULE 7/1/2020

CODE	TITLE	RANG			
		E	H	A	B
928	LIBRARY HELP DESK TECHNICIAN	11LPT	\$18.6249	\$19.3699	\$20.1473
937	LIBRARY ASSISTANT II - PART TIME	03LPT	\$21.0702	\$21.9126	\$22.7870
938	LIBRARY SECURITY GUARD	04LPT	\$15.9689	\$16.6005	\$17.2645
961	LIBRARY CUSTODIAN	05LPT	\$14.4466	\$15.0295	\$15.6287
968	LIBRARY NETWORK SUPPORT TECH	11LPT	\$18.6249	\$19.3699	\$20.1473
969	LIBRARY CLERICAL AIDE I	07LPT	\$13.8958	\$14.4466	\$15.0295
970	BUSINESS OFFICE ADMIN ASST	12LPT	\$21.0702	\$21.9126	\$22.7870
971	LIBRARY CLERICAL AIDE II - PART TIME	08LPT	\$14.5761	\$15.1587	\$15.7585
990	LIBRARIAN I	10LPT	\$27.5969	\$29.2490	\$30.2370
993	LIBRARY COMMUNICATIONS ASSISTANT - PART TIME	14LPT	\$22.8681	\$24.2443	\$25.1516


GRAND RAPIDS PUBLIC LIBRARY
 HOURLY PART-TIME EMPLOYEES
 WAGE SCHEDULE 7/1/2021

CODE	TITLE	RANG			
		E	H	A	B
928	LIBRARY HELP DESK TECHNICIAN	11LPT	\$18.9974	\$19.7573	\$20.5502
937	LIBRARY ASSISTANT II - PART TIME	03LPT	\$21.4916	\$22.3509	\$23.2427
938	LIBRARY SECURITY GUARD	04LPT	\$16.2883	\$16.9325	\$17.6098
961	LIBRARY CUSTODIAN	05LPT	\$14.7355	\$15.3301	\$15.9413
968	LIBRARY NETWORK SUPPORT TECH	11LPT	\$18.9974	\$19.7573	\$20.5502
969	LIBRARY CLERICAL AIDE I	07LPT	\$14.1737	\$14.7355	\$15.3301
970	BUSINESS OFFICE ADMIN ASST	12LPT	\$21.4916	\$22.3509	\$23.2427
971	LIBRARY CLERICAL AIDE II - PART TIME	08LPT	\$14.8676	\$15.4619	\$16.0737
990	LIBRARIAN I	10LPT	\$28.1488	\$29.8340	\$30.8417
993	LIBRARY COMMUNICATIONS ASSISTANT - PART TIME	14LPT	\$23.3255	\$24.7292	\$25.6546

APPENDIX B

Summary of Benefits and Coverage for Health Insurance

- Section 1. Medical Coverage
- Section 2. Early Retiree Medical Coverage
- Section 3. Dental Coverage
- Section 4. Vision Coverage

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **Note: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage or to get a copy of the complete terms of coverage, visit us at PriorityHealth.com or call 1-800-446-5674. For general definitions of common terms, such as allowed amount, balance billing, co-insurance, co-payment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-446-5674 to request a copy.

Important Questions	Answers	Why this Matters
What is the overall deductible?	For <u>participating providers</u> \$250 person / \$500 family For <u>non-participating providers</u> \$500 person / \$1,000 family The <u>deductible</u> for each benefit level is calculated separately.	Generally, you must pay all of the costs from providers up to the deductible amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes, the preferred benefits <u>deductible</u> doesn't apply to <u>preventive care</u> , <u>home health care</u> , certain services subject to flat dollar <u>co-pays</u> , pediatric vision services or <u>prescription drugs</u> . Emergency room, ambulance and advanced imaging services are subject to the <u>deductible</u> and a <u>co-pay</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without cost-sharing and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	Yes. For <u>participating providers</u> \$5,000 person / \$10,000 family For <u>non-participating providers</u> \$10,000 person / \$20,000 family The <u>out-of-pocket limit</u> for each benefit level is calculated separately.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billed charges</u> , health care this <u>plan</u> doesn't cover, additional cost you may pay if you choose to receive a brand name drug when an equivalent generic drug is available or a non-preferred drug when a preferred drug is available, services that exceed an annual day/visit limit, and any <u>co-pays</u> and <u>co-insurance</u> you pay for any non-essential health benefit.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Does this plan use a network of providers?	Yes. See PriorityHealth.com or call 1-800-446-5674 for a list of <u>participating providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do I need a referral to see a specialist?	No, you don't need a referral in order to receive the preferred benefit for services provided by a <u>participating specialist</u> . Yes, you do need a referral in order to receive the preferred benefit for services provided by a <u>non-participating specialist</u> .	You can see the in-network <u>specialist</u> you choose without a <u>referral</u> . This <u>plan</u> will pay some or all of the costs to see an out-of-network <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .



All co-payment and co-insurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 co-pay/ visit	30% co-insurance/ visit	Preferred benefit level deductible does not apply to certain services subject to flat dollar co-pays. Prescription drug co-pay may also apply when selected injectable drugs are provided. Retail health clinic services are covered at reasonable and customary charges.
	Specialist visit	\$35 co-pay/ visit	30% co-insurance/ visit	
	Other practitioner office visit	<ul style="list-style-type: none"> •\$75 co-pay/ visit for evaluation/ management services only at retail health clinics •50% co-insurance/ visit for family planning/ infertility services •50% co-insurance for Temporomandibular Joint Function (TMJ) treatment and Orthognathic surgery 	<ul style="list-style-type: none"> •Evaluation/management services only at retail health clinics covered at the preferred benefit level •Family planning/ infertility services not covered •50% co-insurance for Temporomandibular Joint Function (TMJ) treatment and Orthognathic surgery 	
	Preventive care/screening/immunization	No charge	30% co-insurance/ visit	
If you have a test	Diagnostic test (x-ray, blood work)	No charge	30% co-insurance	-----none-----
	Imaging (CT/PET scans, MRIs)	\$150 co-pay/ service	30% co-insurance/ service	Prior Approval required for certain radiology examinations. Preferred benefits co-pay waived if performed while confined in a hospital as an inpatient.

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

Common Medical Events	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://www.priorityhealth.com/prog/pharmacy/pharmacy.cgi	Generic drugs	\$10 co-pay/ retail prescription \$20 co-pay/ mail order prescription	Not covered	Costs shown in the "Your Cost" columns apply to drugs on the approved drug list when obtained from a Participating Provider. Covers up to a 31-day supply (retail prescription); Covers up to a 90 day supply (mail order prescription) 50% co-insurance/ prescription for infertility drugs. Deductible does not apply.
	Preferred brand drugs	\$40 co-pay/ retail prescription \$80 co-pay/ mail order prescription	Not covered	
	Non-preferred brand drugs	\$80 co-pay/ retail prescription \$160 co-pay/ mail order prescription	Not covered	
	Preferred specialty drugs	20% co-insurance/ retail prescription	Not covered	The maximum co-pay for preferred specialty drugs is \$150 per fill. The maximum co-pay for non-preferred specialty drugs is \$250 per fill. Deductible does not apply.
	Non-Preferred specialty drugs	20% co-insurance/ retail prescription	Not covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	30% co-insurance/ visit	Including outpatient care, observation care and ambulatory surgery center care. Prior approval may be required.
	Physician/surgeon fees	No charge	30% co-insurance/ visit	
	Certain Surgeries	50% co-insurance for each certain surgery	50% co-insurance for each certain surgery	Coverage includes physicians' fees and any other related charges. Prior approval is required for bariatric surgery, panniculectomy, rhinoplasty, and septorhinoplasty. Coverage is limited to one bariatric surgery per lifetime. Unless medically necessary, a second bariatric surgery is not Covered, even if the first procedure occurred prior to joining this plan.
If you need immediate medical attention	Emergency room services	\$150 co-pay/ visit	Covered at the preferred benefit level	Co-pay waived if you become confined in a Hospital as an inpatient.
	Emergency medical transportation	\$150 co-pay	Covered at the preferred benefit level	-----none-----
	Urgent care	\$75 co-pay/ visit	30% co-insurance/ visit	Urgent Care services received from a Non-Participating Provider who is located outside of our Service Area are Covered at the Preferred Benefit level. Preferred benefit level deductible does not apply.

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

Common Medical Events	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	30% co-insurance/ visit	Prior Approval is required at least 5 working days in advance, except in emergencies or for Hospital stays for a mother and her Newborn of up to 48 hours following a vaginal delivery and 96 hours following a cesarean section. Notification must be provided for all admissions following emergency room care.
	Physician/surgeon fee	No charge	30% co-insurance/ visit	
	Certain Surgeries	50% co-insurance for each certain surgery	50% co-insurance for each certain surgery	Coverage includes physicians' fees and any other related charges. Prior approval is required for bariatric surgery, panniculectomy, rhinoplasty, and septorhinoplasty. Coverage is limited to one bariatric surgery per lifetime. Unless medically necessary, a second bariatric surgery is not Covered, even if the first procedure occurred prior to joining this plan.
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$10 co-pay/ visit	30% co-insurance/ visit	No charge for first three visits with participating provider within 90 days of discharge from a participating hospital for mental health inpatient care. Including medication management visits. Preferred benefit level deductible does not apply.
	Mental/Behavioral health inpatient services	No charge	30% co-insurance/ visit	Including Residential Treatment and partial hospitalization. Except in an emergency, prior approval required.
	Substance use disorder outpatient services	\$10 co-pay/ visit	30% co-insurance/ visit	Prior Approval required for intensive outpatient treatment. Including medication management visits. Preferred benefit level deductible does not apply.
	Substance use disorder inpatient services	No charge	30% co-insurance/ visit	Including subacute Residential Treatment and partial hospitalization. Except in an emergency, prior approval required.
If you are pregnant	Routine prenatal and postnatal care	No charge	30% co-insurance/ visit	Routine prenatal and postnatal visits are covered under your Preventive Health Care Services benefit.
	Delivery and all inpatient services	No charge	30% co-insurance/ visit	-----none-----

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

Common Medical Events	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No charge	30% co-insurance/ visit	Including hospice care services; excluding rehabilitation and habilitation services. Prior approval required after the first 30 days of Home health care except for hospice care services in the home. Preferred benefit level deductible does not apply.
	Rehabilitation services <i>not</i> for the treatment of Autism Spectrum Disorder	\$10 co-pay/ visit	50% co-insurance/ visit	Physical and occupational therapy (Including osteopathic and chiropractic manipulation) limited to a combined 30 visits per contract year. Speech therapy limited to a combined 30 visits per contract year. Cardiac rehabilitation & pulmonary rehabilitation limited to a combined 30 visits per contract year. Preferred benefit level deductible does not apply.
	Habilitation services for treatment of Autism Spectrum Disorder <i>only</i>	<ul style="list-style-type: none"> • \$10 co-pay/ visit for Physical, Occupational and Speech Therapy • No charge for Applied Behavior Analysis (ABA) services 	50% co-insurance/ visit	Prior Approval required for Applied Behavior Analysis (ABA). Services are Covered for children and adolescents under age 19 only. Multiple charges may apply during one day of service. Preferred benefit level deductible does not apply to flat dollar co-pays.
	Habilitation services not for the treatment of Autism Spectrum Disorder	\$10 co-pay/ visit	50% co-insurance/ visit	Physical and occupational therapy limited to a combined 30 visits per contract year. Speech therapy limited to a combined 30 visits per contract year. Deductible does not apply.
	Skilled nursing care	No charge	30% co-insurance/ visit	Services received in a skilled nursing care facility, subacute facility, inpatient rehabilitation care facility or hospice care facility are limited to a combined 45 days per contract year. Prior approval required.
	Durable medical equipment (DME)	50% co-insurance/ visit	50% co-insurance/ visit	Including rental, purchase or repair. Prior Approval required for TENS Units, equipment over \$500, all rentals and all shoe inserts.
	Prosthetics & orthotics	50% co-insurance/ visit	50% co-insurance/ visit	
	Hospice service	No charge	30% co-insurance/ visit	This benefit applies to hospice services provided in the home only. Any hospice services provided in a facility will be subject to the appropriate facility benefit. Preferred benefit level deductible does not apply.
If your child needs dental or eye care	Child eye exam	No charge	Not covered	One exam per year. Deductible does not apply.
	Child glasses	No charge	Not covered	Coverage limited to one select frame and one pair of eyeglass lenses or, in lieu of eyeglasses, contact lenses are covered up to a 6 month supply for 2-week disposable lenses, a 3 month supply of daily disposable lenses or one pair of conventional lenses. Deductible does not apply.
	Child dental check-up	Not covered	Not covered	Not covered

* For more information about limitations and exceptions, see the plan or policy document at PriorityHealth.com.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan documents for more information and a list of any other excluded services.)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult & Child)
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan documents.)

- Bariatric surgery
- Chiropractic care
- Emergency services provided outside the U.S.
- Infertility treatment - diagnostic, counseling and planning services for the underlying cause of infertility
- Routine eye care (Child)
- Weight loss programs

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Insurance and Financial Services (DIFS) at 1-877-999-6442 or difs-HICAP@michigan.gov; the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 x61565 or www.cciio.cms.gov; or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Priority Health at 1-800-446-5674 or www.priorityhealth.com; the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform; or the Department of Insurance and Financial Services (DIFS) at 1-877-999-6442 or difs-HICAP@michigan.gov. Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) at 1-877-999-6442 or difs-HICAP@michigan.gov.

Does this plan provide Minimum Essential Coverage? **Yes.**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? **Yes.**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-446-5674.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-446-5674.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-800-446-5674.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-446-5674.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next section-----

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, co-payments, and co-insurance) and excluded services under this plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$250
■ <u>Specialist co-insurance</u>	\$35
■ Hospital (facility) <u>co-insurance</u>	0%
■ Other <u>co-insurance</u>	0%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)
 Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
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In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$250
Co-payments	\$60
Co-insurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$370

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$250
■ <u>Specialist co-insurance</u>	\$35
■ Hospital (facility) <u>co-insurance</u>	0%
■ Other <u>co-insurance</u>	0%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
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In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$250
Co-payments	\$980
Co-insurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$35
The total Joe would pay is	\$1,285

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$250
■ <u>Specialist co-insurance</u>	\$35
■ Hospital (facility) <u>co-insurance</u>	0%
■ Other <u>co-insurance</u>	0%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
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In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$250
Co-payments	\$695
Co-insurance	\$18
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$963

The plan would be responsible for the other costs of these EXAMPLE covered services.

Delta Dental of Michigan

Proposal for Grand Rapids Public Library

Client Number: #0137-0001,0002



Plan E

Join Michigan's largest dental benefits family!

Delta Dental PPO (Point-of-Service)
DENTAL BENEFIT HIGHLIGHTS
Coverage effective September 1, 2019

	Plan Pays		
	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Non-participating Dentist*

Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	75%	75%	75%
Endodontic Services - root canals	75%	75%	75%
Periodontic Services - to treat gum disease	75%	75%	75%
Oral Surgery Services - extractions and dental surgery	75%	75%	75%
Major Restorative Services - crowns	75%	75%	75%
Other Basic Services - misc. services	75%	75%	75%
Relines and Repairs - to bridges, implants, and dentures	75%	75%	75%
Major Services			
Prosthodontic Services - bridges, implants, and dentures	75%	75%	75%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit	Up to age 19		

As a client of Delta Dental of Michigan, your employees will have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier. With 4 out of 5 dentists participating nationwide, these two networks provide superior access to care as well as reduced fees through our agreements with participating dentists. Lower claims costs mean lower rates! Plus, your employees cannot be balance billed - giving them added savings. Enrollees can visit nonparticipating dentists, but they can be balance billed and may have to pay more.

Online Access

Our HIPAA compliant e-commerce capabilities let benefit managers and enrollees conduct business securely over the Internet. Benefit managers can update eligibility in real time, even while your employee is at the dentist. Your members can find a participating dentist, check benefits, select paperless notices, review claims and amounts used toward maximums or deductibles, print ID cards, and more at their convenience using our Consumer Toolkit.

Quick and Accurate

We process and pay 90% of claims within 10 days with 99% accuracy - just another reason why we retain nearly 99% of our subscribers each year and 96% of our client groups renew their dental benefits with Delta Dental.

Questions?

If you have questions, call your Senior Account Manager, Victoria Voss, at (517) 347-5838.

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.*

Maximum Payment - \$2,000 per person total per calendar year on diagnostic & preventive, basic services, and major services. \$1,500 per person total per lifetime on orthodontics.

Deductible - None.

RATES (Non-Retention)	
Rates Per Subscriber Per Month	Guaranteed for One Year
Employee only	\$47.71
Employee with one dependent	\$87.73
Employee with two or more dependents	\$155.84

Rating Requirements
Mandatory enrollment: 75 percent of those enrolled in the medical plan, or 45 subscribers
Minimum client contributions: 95 percent for employees and 95 percent for dependents
Tied to medical: Yes
Maximum number of subclients: 4
Rates are valid for 90 days from May 20, 2019
Subscribers and eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, they may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination.

Rating Assumptions
The rates are based on the census data that you provided to us. If the census data changes by more than 15%, these rates are not valid.
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one-year contract.
Self-billing is not allowed and you agree to pay as invoiced each month.
Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and ID cards.
The plan specifications are subject to Delta Dental's standard exclusions and limitations, including: <ul style="list-style-type: none"> • No pre-existing condition exclusions or limitations. • Oral exams (including evaluations by a specialist) are payable twice per calendar year. • Prophylaxes (cleanings) are payable twice per calendar year. • Fluoride treatments are payable twice per calendar year for people up to age 19. • Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period. • Sealants are payable once per tooth per lifetime for first permanent molars up to age nine and second permanent molars up to age 14. The surface must be free from decay and restorations. • Posterior composite resin restorations are covered services. • Crowns, bridges, dentures and implants are payable once per tooth per five-year period.
Children under age 26 are eligible for benefits, including children who are married, who do not live with the Subscriber, who are not dependents for Federal income tax purposes, and/or who are not permanently disabled.

Quality Dental Program

You know you're getting a quality program because Delta Dental has earned the prestigious ISO 9001 quality certification. This means our procedures and systems meet a rigorous global standard of excellence. Delta Dental also offers world-class customer service from our certified Center of Excellence call center, as awarded by Benchmark Portal. Delta Dental's customer service operation is recognized for superior performance on both cost and quality-related metrics as compared to our industry peers. The award is one of the most highly sought after prizes in the customer service and support industry.

Passport DentalSM

Your members can receive expert dental care when they are outside of the United States through our Passport Dental program. Passport Dental gives Delta Dental's enrollees access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help them schedule care. Delta Dental coverage outside of the United States is the same as Delta Dental coverage within the United States.

THANK YOU!

Thank you for giving Delta Dental the opportunity to provide you with a proposal. We encourage you to call us so that Grand Rapids Public Library can join the more than 5,700 client groups who enjoy the advantages of a dental program administered by Delta Dental of Michigan, Ohio, North Carolina and Indiana. We look forward to doing business with you!

NOTE – *The information contained in this proposal is not intended to be contractually binding without a written agreement executed by both parties memorializing the terms and conditions of dental benefit underwriting and/or administration anticipated to be provided by Delta Dental. We reserve the right to withdraw this proposal at any time.*

VSP Signature Plan® Proposal

Prepared for The Grand Rapids Public Library



Our Member Promise guarantees that employees are completely satisfied with their eyecare and eyewear from VSP network providers or we'll make it right. This includes satisfaction with out-of-pocket costs, consumer's #1 priority in a vision plan.

Benefit	VSP Network subject to applicable copays ¹	Out-of-Network subject to applicable copays ¹
WellVision Exam	Covered-in-full after copay Routine retinal screening covered after an up to \$39 copay ²	Reimbursed up to \$50
Contact Lens Exam - Fitting and Evaluation (when choosing contacts)	Standard and premium fit: covered in full after copay - 15% off contact lens exam services ² ; copay will never exceed \$60	See elective contact lenses
Single Vision Lenses	Covered-in-full after copay	Reimbursed up to \$50
Lined Bifocal Lenses	Covered-in-full after copay	Reimbursed up to \$75
Lined Trifocal Lenses	Covered-in-full after copay	Reimbursed up to \$100
Lenticular Lenses	Covered-in-full after copay	Reimbursed up to \$125
Frame	Covered-in-full after copay up to \$130 allowance (\$50 wholesale) 20% off any amount above retail frame allowance ² Members who select a featured frame brand including bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more will receive an extra \$20 toward their frame allowance. ³	Reimbursed up to \$70
Elective Contact Lenses	Covered-in-full up to \$130 (instead of lenses and frames) Mail-in rebate savings ⁴ on eligible contacts	Reimbursed up to \$105 ⁵ (includes contact lens exam and materials)
Necessary Contact Lenses⁶	Covered-in-full after copay (instead of lenses and frames)	Reimbursed up to \$210

Benefit	Benefit Highlights
	Covered after a copay, saving our members an average of 35-40%. Maximum copay on some of our popular lens enhancements:
Lens Enhancements	Standard Progressives Plastic Covered-in-full
	Premium Progressives Plastic \$80-90 copay
	Custom Progressives Plastic \$120-160 copay
	Solid Tints & Dyes (Pink I&II) Covered-in-full
	Solid Plastic Dye (except Pink I & II) \$13 copay
	Plastic Gradient Dye \$15 copay
	UV Protection \$14 copay
	Factory Applied Scratch-resistant Coating \$15 copay
	Polycarbonate Lenses Covered-in-full for dependent children
	Standard Anti-Reflective Coating \$23 single vision or \$28 multi-focal copay
Photochromic Lenses Plastic \$37 copay	
	\$62 single vision or \$76 multi-focal copay
Primary EyeCare PlanSM	Supplemental coverage for non-surgical medical eye conditions, such as pink eye and other urgent eyecare - \$20 copay per visit
Low Vision	Supplemental testing covered every two years
	75% of the cost for approved low vision aids, \$1,000 maximum (less any amount paid for testing)
Additional Glasses	30% off ² unlimited additional complete pairs of prescription and non-prescription glasses (includes sunglasses) ⁷
Laser VisionCare Program	15% average discount or 5% off promotional price for PRK, LASIK, and Custom LASIK ⁸ Members who've had LVC surgery can use their frame benefit for non-prescription sunglasses
Exclusions and Limitations⁹	There may be some materials and services with either limited or no coverage under this plan Please contact your VSP representative for more information

¹ When covered-in-full services are obtained from a VSP network provider, the patient will have no out-of-pocket expense other than any applicable copays. Services and eyewear obtained through out-of-network providers are subject to the same copay and limitations. Please refer to rate page.
² Based on applicable laws, benefits may vary by location.

Our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to pre-paid vision plans with a defined benefit

³ Reflects current promotion, evaluated annually. Promotion/featured frame brands are subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

⁴ Rebates subject to change.

⁵ If \$100 allowance is purchased, Out-of-network providers will reimburse up to \$85.

⁶ Necessary contact lenses and fitting and evaluation are covered-in-full for members who have specific conditions for which contact lenses provide better visual correction.

⁷ 30% off applies to glasses purchased the same day as the member's eye exam from the same VSP network provider who provided the exam. Members will also receive 20% off unlimited additional pairs of glasses valid through any VSP network provider within 12 months of the last covered eye exam.

⁸ Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. LaserVision Care discounts are only available from VSP-contracted facilities.

⁹ Coverage shall be governed solely by the terms of your VSP contract.

Our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to pre-paid vision plans with a defined benefit

VSP SIGNATURE PLAN®
COMMERCIAL BUSINESS RATES
 10-99 Enrolled Employees
 For Clients Headquartered in Michigan
 Valid Until September 1, 2019



Prepared for The Grand Rapids Public Library

Plan Guidelines

- Individual Experience is not available for Pooled Groups
- 24 month rate guarantee and contract term
- These rates assume a minimum employer contribution of 75% toward employees and dependents or 100% participation of employees and dependents enrolled in the medical or dental plan
- Rates are based on 4% commission and the agreement that VSP will receive these amounts over the full plan term
- Platform participation and associated fees are not included
- The first copay applies to the eye examination and the second copay applies to materials
- Rates include all applicable taxes and health assessment fees known as of the date of the proposal

Plan Frequencies

	PLAN C	PLAN B	PLAN A
Eye Exam	12 Months	12 Months	12 Months
Lens	12 Months	12 Months	24 Months
Frame	12 Months	24 Months	24 Months

The difference in the following plans is the intervals when services are available, as shown above. The base rates quoted reflect VSP's standard in-network retail allowances of \$130 for frames and \$130 for elective contact lenses. The 12/12/12 option includes tinted or photochromic lenses at no extra cost.

MONTHLY RATES

4-Rate Basis	Employee Only	Employee + One	Employee + Children	Employee + Family
PLAN C Copay: \$20/\$20	\$9.66	\$16.27	\$16.61	\$26.77
<i>Anti-Reflective Coating</i>	\$1.07	\$1.80	\$1.84	\$2.96
<i>Premium Progressive Coverage</i>	\$1.49	\$2.51	\$2.56	\$4.13
<i>Scratch Resistant Coating</i>	\$0.11	\$0.20	\$0.19	\$0.34
<i>\$150.00 Elective Contact Lens Allowance</i>	\$0.39	\$0.65	\$0.67	\$1.07
<i>\$150.00 Retail Frame Allowance</i>	\$0.39	\$0.65	\$0.67	\$1.07
Total:	\$13.11	\$22.08	\$22.54	\$36.34

4-Rate Basis	Employee Only	Employee + One	Employee + Children	Employee + Family
PLAN B Copay: \$20/\$20	\$7.74	\$13.03	\$13.30	\$21.45
<i>Anti-Reflective Coating</i>	\$0.86	\$1.44	\$1.47	\$2.37
<i>Premium Progressive Coverage</i>	\$1.19	\$2.01	\$2.05	\$3.30
<i>Scratch Resistant Coating</i>	\$0.09	\$0.17	\$0.18	\$0.27
<i>\$150.00 Elective Contact Lens Allowance</i>	\$0.31	\$0.52	\$0.53	\$0.86
<i>\$150.00 Retail Frame Allowance</i>	\$0.31	\$0.52	\$0.53	\$0.86
Total:	\$10.50	\$17.69	\$18.06	\$29.11

Our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to pre-paid vision plans with a defined benefit