

AGREEMENT
BETWEEN
THE CITY OF ANN ARBOR
AND
LOCAL UNION NO. 214
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA
FOR THE UNIT OF
POLICE PROFESSIONAL ASSISTANTS
IN THE POLICE DEPARTMENT

COMMENCING JULY 1, 2008
AND
CONCLUDING JUNE 30, 2011

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THIS AGREEMENT, made and entered into this 18th day of August, 2008 (by resolution of City Council) by and between the City of Ann Arbor, a Michigan Municipal Corporation, and hereinafter termed the Employer, and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America located at 2741 Trumbull Avenue, Detroit, Michigan, hereinafter called the Union for the unit of Police Professional Assistants in the Police Unit.

ARTICLE 1. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide quality law enforcement in an efficient and effective manner to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. The Employer and the Union for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

ARTICLE 2. RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize Local 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America A.L.A., 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 unit of Police Professional Assistants in the Ann Arbor Police Department, Safety Services Service Unit. It is agreed between the Union and Employer the Management Assistant to the Chief of Police, Management Assistant to the Fire Chief, and Administrative Support Specialist are not included within this unit and that the collective bargaining unit shall consist of the following designated classifications:

Police Professional Assistant

- B. Temporary employees, as those terms are defined in the Human Resources Policies and Procedures, may be hired to perform bargaining unit work for the purpose of, among other things, helping cover peak work load periods, relieving staff shortages, staffing short term projects, and providing relief for employee absences. The hiring of temporary employees shall not cause a layoff or reduction in regular work week time for bargaining unit members or the elimination of any full-time bargaining unit positions. Temporary employees are not represented by the Union.

ARTICLE 3. DISCRIMINATION

No persons employed by the City shall be discriminated against because of race, sex, creed, color, religion, national origin, age, condition of pregnancy, height, weight, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual preference or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union. The City and the Union shall take steps to assure that employment assignments and promotions are given on an equal nondiscriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a nondiscriminatory basis.

ARTICLE 4. AID TO OTHER ORGANIZATIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5. UNION SECURITY

- A. It is understood and agreed that all present employees covered by this Agreement who are members of the Association shall, as a condition of continued employment remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to the monthly Association dues uniformly required of all Union members. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Association shall, as a condition of continued employment, become and remain members in good standing of the Union, within 31 days after the execution of this Agreement or upon the completion of their probationary period, whichever is later, or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All employees covered by this Agreement who are hired after the effective date thereof shall, as a condition of continued employment, become and remain members of the Union in good standing or pay a representation fee equivalent to the monthly Union dues uniformly required of all Union members upon completion of their probationary period.
- B. All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by the State Law, and which are mutually agreeable to the parties, the Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fee in the amounts certified to the Employer by the Union within fifteen (15) calendar days thereafter.
- C. The Union shall defend, indemnify and save the Employer harmless against any and all claims, demand, suits or other forms of liability arising out of this section.

ARTICLE 6. STEWARDS

The Employer recognizes the right of the Union to designate a Steward and an alternate from the bargaining unit. Once a Steward and an alternate are selected, their names will be submitted to the Police Chief, and to the Director of Human Resources and Labor Relations for their information. The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances in accordance with the provision of the Grievance Procedure.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the local Union or its officers, provided, such messages and information:
 - 1) have been reduced to writing, or,
 - 2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Ann Arbor Police Department, Safety Services Unit.
- C. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the City without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE 7. UNION ACTIVITY

A. Discussions of Union Business

Members shall be permitted to discuss Union business with other members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties.

B. Bulletins and Orders

A copy of any order, general order, rule, regulation or training bulletin shall be made available to the Steward for the Union.

ARTICLE 8. SPECIAL CONFERENCES

- A. Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and Employer representatives within a reasonable amount of time after the request of either party, subject to the following conditions:
- 1) Such meetings shall be held only as necessary and shall not become unreasonable in number.
 - 2) Such meetings shall be attended by a maximum of two (2) Union representatives unless additional representatives are requested by the Chief.
 - 3) There must be reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
 - 4) Such special conferences shall be held during the regularly scheduled working hours. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.
- B. In matters (not grievances) concerning City-wide policies and procedures or Departmental policies and procedures where it is advisable to maintain effective communication between Departmental Management, Union and the City Administration, the Union or the Employer may request a meeting subject to the following conditions:
- 1) Such meetings shall be held only as a necessary and shall not exceed one (1) per month.
 - 2) Such meetings shall be attended by the Chief and/or his/her designated representative, two (2) members of the Union chosen by the Chief Steward, and a representative of the City Administrator's office.
 - 3) There must be reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
 - 4) Such special conferences shall be held during the regularly scheduled working hours. Employees shall be paid for all time necessarily lost from their regularly scheduled work while attending such conferences.

- 5) The recommendations resulting from these meetings shall be given strong consideration on matters of policy and procedure discussed therein.

ARTICLE 9. MANAGEMENT RIGHTS

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, for the orderly and efficient operation of the City.

ARTICLE 10. PROVISION FOR LEGAL COUNSEL

The Employer shall, subject to the approval of the City Administrator, City Attorney and Police Chief, provide to the employee such legal assistance as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her duties and responsibilities on behalf of the employer. If legal counsel is denied, then a written report will be submitted to the affected Union setting forth the specific reasons for such denial. Such denial is subject to grievance procedure.

ARTICLE 11. NO STRIKE CLAUSE

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents nor its members, will authorize, instigate, aid or engage in a work stoppage, slowdown or a strike against the City of Ann Arbor. The City agrees that during the same period there will be no lockout.

ARTICLE 12. CITY AND DEPARTMENTAL RULES

The City or the department may provide Human Resources Policies and Procedures for use in the City or in the department. These rules must be submitted, by the Personnel Director if they are City rules and by the Chief if they are departmental rules, to the City Administrator and they shall become effective upon the City Administrator's approval. In any conflict between the City or departmental rules and this Agreement, this Agreement shall take precedence.

ARTICLE 13. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement, and about alleged violations of this Agreement.

B. Grievances shall be processed according to the following Procedure

Step 1 An employee who has a grievance shall discuss his/her complaint with his/her immediate supervisor, with or without the presence of his/her Steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his/her job for a reasonable period of time in order to discuss the complaint with his/her Steward.

Step 2 If the matter is not satisfactorily settled in Step 1, the aggrieved employee shall report such grievance to their Steward as soon as possible, but in any case, within fourteen (14) calendar days of the event giving rise to the grievance. Such report shall be in writing and shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, the circumstances surrounding the grievance, the specific clause of this Agreement allegedly violated and the remedy sought. The Steward, with or without the complaining employee shall then discuss such grievance with the division commander. This discussion shall be had within fourteen (14) calendar days of receipt of the grievance by the Steward and a decision in writing must be rendered by the division commander within fourteen (14) calendar days after said discussion, with a copy of said decision going to the employee and the Steward.

Step 3 If the grievance is not satisfactorily settled as a result of Step 2, the Steward may appeal such grievance to the Chief of Police. A meeting shall be had with the Chief, the Steward receiving the original grievance and the aggrieved member within fourteen (14) calendar days and a written decision shall be rendered by the Chief within fourteen (14) calendar days of the meeting.

Step 4 If the grievance is not satisfactorily settled in Step 3, the employee or the Union shall have the right to appeal to the City Administrator. The representative of the Union shall meet with the City Administrator and/or his/her designated representative within fourteen (14) calendar days of the presentation of the appeal. The City Administrator's answer shall be filed within fourteen (14) calendar days after the meeting. In lieu of filing an answer, the City Administrator, in his/her discretion may submit the grievance to a mutually

agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association (or FMCS) shall be used in making a selection. In such case, the decision of the arbitrator shall be binding on both parties.

Step 5 If an answer of the City Administrator is unsatisfactory to both the Union and the employee, the grievance may be submitted to a mutually agreeable arbitrator or to the American Arbitration Association (or FMCS) within thirty (30) calendar days of the date of the City Administrator's answer. The decision of the arbitrator shall be binding on both parties.

C. Cost of Arbitrator

If a grievance is submitted to an arbitrator by the City Administrator under Step 4, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 5, the City and the Union shall each pay one-half of the arbitrator's fee.

D. Power of Arbitrator

An arbitrator shall have no power to add to, or to subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

E. Time Limitations

If no appeal is taken within the time limits prescribed in each step above, the employee and the Union shall be deemed to have accepted the decision. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due. Time limits may be extended with written mutual agreement from the Union and the employer.

F. Grievance Form

The Union shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form is to be the property of the employee filing the grievance.

G. Individual Grievance

Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the

intervention of the Steward or Union officers; provided, however, that the Employer had given to the Steward or Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

ARTICLE 14. DISCHARGE AND DISCIPLINE

A. Notice of Discharge or Discipline

Before any disciplinary action is taken against a member, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to his/her superior officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within twenty-four (24) hours of the invocation of such discipline or discharge, except as specifically excepted herein. Discharge or discipline shall be for just cause.

B. Charges and Specifications

Within fourteen (14) calendar days of receiving the completed investigation, the Police chief will make a decision regarding the formal disposition and, if warranted, discipline. The decision shall be in writing and shall be forwarded to the employee within this fourteen (14) day period.

C. Power of Discharge and Discipline

As set forth in Chapter 4 of the Ann Arbor Charter, the City Administrator has the duty to direct, supervise and coordinate the work of the Police Department and the Chief of Police, who is directly responsible to the City Administrator, and in immediate charge of the Police Department. In accordance with these provisions, the members of this bargaining unit shall only be bound by the disciplinary actions of the City Administrator, Police Chief and his/her supervisors.

D. Specific Sections

Such charges and specifications shall cite the specific section of rules and regulations, general or procedural orders and/or law or ordinance which the member is alleged to have violated, where applicable.

E. Statements

An employee shall respond to the complaint or allegation either verbally or in writing at the request of the supervisor. Responses involving possible criminal conduct may only be used to resolve internal police department complaints and may not be used in any criminal court proceedings against the employee. An employee shall be informed that a hearing, if he/she wishes one, will be held before the Chief or his/her designated representative (not more than two persons) not less than five (5) calendar days (unless waived by the employee against whom charges have been made) nor more than ten (10) calendar days from the presentation of the formal charges to the accused member.

F. Representation

The member against whom charges have been made may be represented at such hearing by a Steward or any member of his/her own choosing.

G. Past Infractions

In imposing any discipline on a current charge, the Employer will not base his/her decision upon any prior infractions of City or departmental rules or regulations which occurred more than two (2) years previously, unless directly related to the current charge.

H. Verbal Reprimand

The procedure as outlined above shall be applicable to all disciplinary proceedings except for verbal reprimands, which are exempt from the provision of this agreement, except (g) above. In a case of a verbal reprimand to be used by the Employer at a later date the supervisor initiating it will note it on the evaluation worksheets and it will be reflected on the employee's annual evaluation. The evaluation becomes part of the personnel file.

I. Relieved or Suspended Pending Investigation

In severe cases where it is necessary for a member to be relieved of duty, or suspended pending an investigation only their salary shall be discontinued until they are returned to duty, or discharged. If as a result of the investigation the employee is exonerated of the charges causing the relief of duty, or suspension pending the investigation, he/she shall be compensated for all back wages lost due to the relief of duty, or suspension.

ARTICLE 15. PROBATIONARY EMPLOYEES

- A. New employees hired into the unit and permanent employees changing classification or section within the bargaining unit at their request, shall be probationary employees for evaluation purposes, for six months commencing with the date they are hired by the City of Ann Arbor, change classifications or are transferred at their request. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify her/him for regular employee status in that position. During the probationary period, a new employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service. Unsatisfactory new employees shall be so terminated.
- B. Once the employee's probationary period is completed, the employee's seniority with the Employer and Unit begins from his/her date of hire. This clause shall not be construed to interfere with benefits normally received by probationary employees, such as step increases, vacation accrual, sick leave accrual and insurance coverage, normally received after six months, if said probationary employees have met the qualifications for said benefits.
- C. It shall be the Department's prerogative to extend the probationary period an additional six (6) months beyond the first six (6) months evaluation period which begins at the time the employee was hired by the City of Ann Arbor, changed classifications or is transferred at his/her request. The employee shall be so notified of any extended probationary period and the reason for said extension.
- D. The Union shall represent permanent probationary employees for the purpose of collective bargaining, in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement, except employees discharged and disciplined for other than Association activity.

ARTICLE 16. SENIORITY

A. The Union shall represent all permanent employees and employees on probation for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement.

B. Seniority and Seniority Lists

- 1) Seniority encompasses three distinct types of seniority defined as:
 - a. City seniority is the length of service as a permanent employee of the City of Ann Arbor, without a break in service, since the most recent date of employment.
 - b. Bargaining unit seniority is the length of service as a permanent employee of the Police Clerical Unit of Local 214 Teamsters without a break in service since the most recent date of entry into the unit.
- 2) The seniority list on the date of this agreement will show the names, job titles, bargaining unit seniority and position seniority of all applicable employees of the bargaining unit entitled to seniority.
- 3) The Employer will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least every six (6) months.
- 4) For purposes of vacation preference or shift preference bargaining unit seniority shall govern.

C. Loss of Seniority

An employee shall lose his/her seniority for the following reasons only:

- 1) He/she quits City employment.
- 2) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- 3) He/she is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

- 4) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- 5) Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
- 6) He/she retires.

D. Seniority of Stewards

Notwithstanding his/her position of the seniority list, the Steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in his/her department which he/she can perform. The Stewards shall be permanent employees and shall have completed their probationary period in the current position.

ARTICLE 17. LAYOFFS

A. Permanent Employees

The Employer may lay off a permanent employee when he/she deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes.

B. Order of Layoff

When the Employer deems it necessary to reduce the number of employees in a position classification, the employee who last entered the affected classification shall be the first to be removed from there, provided the remaining employees have the ability and skills necessary to perform the work required in the classification. In the event there are no senior employees who possess the ability and skills necessary in that classification, then a lesser seniority level employee who is so qualified shall be retained.

C. Bumping

Employees laid off may exercise their bargaining unit seniority in any other progression level within the bargaining unit by bumping into said classification if he/she possesses the ability and skills necessary to perform the work therein, and will displace the last employee who entered into that classification.

D. Notice of Layoff

The Chief shall give written notice to the Director of Human Resources and to the employees and Union on any proposed layoff. Such notice shall state the reasons, therefore, and shall be submitted at least one week before the effective date thereof.

E. Recall Procedure

When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff provided the employee's ability and skills remain suitable to perform the job to the same extent as prior to layoffs. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing notice of recall, or within five (5) days from the date when such employee is notified to report to work, whichever is later, he/she shall be considered to have quit.

ARTICLE 18. TRANSFERS

If an employee is transferred to a position under the Employer not included in the Ann Arbor Police Department, Safety Services Service Unit and is thereafter transferred again to a position within the Ann Arbor Police Department, Safety Services Service Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances, shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of the privilege of promotion. Concerning promotions, this transferred employee is treated as a new employee and must begin his/her "seniority" for promotions from date of transfer, unless his/her absence was for less than one (1) year and in that event no seniority would be lost except for the actual period of absence.

ARTICLE 19. VACANCY OR NEW POSITION

Notice of all vacant or newly created positions shall be given to the Chief Steward, or designee for posting at least seven (7) calendar days prior to filling the position. Postings for such vacancies will list the essential criteria for the position based on the job progression level, corresponding pay scale, minimum qualifications and service area. Members within this bargaining unit who meet the qualifications will be offered the open position first, in order of seniority. Any current employee entering this job progression will enter at the level he/she qualifies for.

ARTICLE 20. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his/her seniority and qualifications entitle him/her, and such work does exist and a written notice of his/her claim is filed within ten (10) calendar days of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure and, if successful in the grievance, the Employer will reimburse him/her for the earnings lost through failure to give him/her such work.

ARTICLE 21. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 22. LEAVES OF ABSENCE

A. Personal Reasons

The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days and without loss of seniority to an employee who has completed his/her probationary period, provided he/she presents a reason acceptable to the Chief. Accrued leave time in the employee's sick, comp, personal and vacation banks must be used during this leave of absence. If an employee does not have enough time in his or her banks, he or she will take the leave without pay.

B. Prolonged Medical Condition

An employee who, because of a serious medical condition, of him/herself or his/her immediate family (to mean only the spouse and children of the employee), or accident, other than medical condition or accident compensable under the Michigan Workers Compensation Laws, is physically unable to report for work may be given a leave of absence upon the employee's request, of not to exceed one (1) year provided he/she promptly notifies the Employer of the necessity. Such a leave shall run concurrent with a Family and Medical Leave of Absence, in accordance with the Family and Medical Leave Act. Accrued leave time in the employee's sick, comp, personal and vacation banks must be used during this leave of absence. If an employee does not have enough time in his or her banks, he or she will take the leave without pay.

The Employer may request additional medical certification at any time during said (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless said extension is approved by the Employer.

C. Pregnancy Leave

Leaves related to pregnancy (or the pregnancy of a spouse or other qualified adult as defined by the City plan documents, to the extent permitted by law) will be treated like any other disability leave and will be granted by the Employer. These leaves shall not exceed six (6) months in length. Such a leave shall run concurrent with a Family and Medical Leave of Absence, in accordance with the Family and Medical Leave Act. Accrued leave time in the employee's sick, comp, personal and vacation banks must be used during this leave of absence. If an employee does not have enough time in his or her banks, he or she will take the leave without pay.

D. Leave of Absence for Veterans

A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and

at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or any other applicable laws then effective.

E. Funeral Leave

Permanent employees shall be allowed up to forty (40) consecutive work hours of funeral leave in order to attend the funeral with pay not to be deducted from a sick leave for a death in the immediate family. Immediate family members include: mother, father, sister, brother, spouse, son or daughter, mother in law, father in law, sister in law, brother in law, grandchild or a member of the employee's household or immediate family of member of employee's household.

Permanent employees shall be allowed two (2) consecutive work days of funeral leave to attend the funeral, with pay, not to be deducted from sick leave, for a death of the employee's: grand parent, spouse's grand parent, or step relatives including, step son, step daughter, step mother, step father, step sister, step brother, or step-parents in law.

Exceptions to consecutive work hours or days may be made for unusual circumstances.

F. Elected Position

A permanent employee, who has completed his/her probationary period, who has been elected or appointed to a public position will be granted a leave of absence without pay for a period of not to exceed (2) years. An employee elected or appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave he/she shall be returned to the permanent job classification that he/she held prior to said leave.

G. Personal Leave Days

- 1) Employees may take up to four (4) personal leave days in any July 1 through June 30 period. Request for such personal leave which may be taken in one (1) hour increments must be made at least twenty-four (24) hours before the day requested. Granting of this leave is subject to the operational requirements of the department.
- 2) In the event that new employees are added to the bargaining unit, they shall accrue one (1) personal leave day in the three (3) month increment of their hire and each succeeding increment until the beginning of the next fiscal year. At the start of the fiscal year, said employee shall be considered a permanent employee for purposes of this Article. The three

(3) month increments shall consist of July 1 to September 30; October 1 to December 31; January 1 to March 31; April 1 to June 30.

- 3) During a new employee's probationary period, personal leave days may only be used upon a showing of a demonstrated need and are subject to the approval of the division commander or his/her designee.
- 4) All personal days must be used within the fiscal year or if not taken will not be paid out.

H. Leave for National Guard Duty

- 1) Leaves of absence shall be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee receives his/her orders.
- 2) The Employer shall make up the difference between what an employee would have received, had he/she worked during said leave time, and the pay he/she received from his/her activities, for a maximum of two (2) weeks per year, provided said employee submits proof of payment from the military.

ARTICLE 23. ICMA

By participating in the City of Ann Arbor I.C.M.A. 457 Deferred Compensation Plan effective forty-five (45) days (or as soon as practical) after the signing of the July 1, 1998 through June 30, 2004 collective bargaining agreement, the City shall contribute for each bargaining unit employee who is participating in and contributing a minimum of \$25 per pay period to the I.C.M.A. Plan, a \$20 per pay period match into the I.C.M.A. 457 Deferred Compensation Plan.

ARTICLE 24. EDUCATIONAL BENEFITS

In keeping with the Employer's policy of encouraging the improvement and professionalism of its personnel, through education, the Employer shall provide to employees \$2,500 plus the equivalent adjusted percentage increase for tuition cost in the year by the school based on Eastern Michigan University's tuition rate, when an employee's cost exceeds the \$2,500 cap. The Employer shall provide to employees the opportunity to take courses toward one (1) bachelors or masters' degree at an accredited university, college or community college, paying for tuition, registration and required textbooks. Any late registration fees will not be reimbursable.

- A. In the event that an employee leaves the service of the City within one(1) year of receiving educational benefits under this clause, he/she shall reimburse the City for all those monies received in the one (1) year period preceding his/her leaving.
- B. In order to be eligible for registration, books and tuition reimbursements, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost of all registration, tuition and required textbooks and shall be reimbursed by the City upon satisfactory completion of each course.
- C. Degree curriculum must be job related and approved by the Service Area Administrator and Human Resources consistent with citywide practice.
- D. The employee must receive prior approval of the course or courses from the Chief, and the employee must receive a grade of "C" or better for undergraduate work and a grade of "B" or better for graduate work.
- E. Courses shall be taken on the employee's off-duty time. Courses may be taken during duty hours with the prior approval of the Chief or his/her designated representative. Hours lost under these circumstances shall be made up by the employee, or on the agreement of the employee and the Chief, or his/her designated representative, be deducted from the employee's accrued vacation or compensatory time.

ARTICLE 25. WORKERS COMPENSATION - ON THE JOB INJURY

- A. Each employee will be covered by the applicable Workers Compensation Laws and the Employer further agrees that an employee being eligible for Workers Compensation may elect to use his/her accumulated sick time. If the employee uses his/her accumulated sick time, she/he shall receive full salary and she/he may return his/her Workers Compensation check and shall convert that amount into hours and days and shall deduct those hours and days from the employee's sick leave charge. An employee who elects not to utilize his/her accumulated sick time or who has no accumulated sick time shall receive the Workers Compensation benefits specified by law. An employee injured on the job and eligible for Workers Compensation shall in addition to Workers Compensation benefits receive the difference between the Workers Compensation benefits and his/her City salary after taxes as of the date of injury (excluding overtime) commencing the eighth (8th) day on which she/he is unable to work following the date of injury and continuing until the 365th day. While an employee is receiving Workers Compensation benefits, the Employer may, with doctor's permission, require the employee to perform such City work as said employee may be able to do.
- B. While off-duty on a work related injury employees required to report for medical examinations will not receive overtime or other additional compensation.
- C. During this period of time, said employee's salary rate shall be commensurate with the position classification she/he is performing.
- D. Following the 365th day, the employee's health and ability to perform work for the City shall be reviewed. If the employee is able to return to his/her original position, she/he shall do so. If the employee is not able to return to his/her position but is able to perform work in another position or able to perform limited duty, she/he shall be offered that position or perform such limited duty and his/her pay shall be commensurate with the salary rate for that position.

ARTICLE 26. WORK SCHEDULE

- A. The Employer shall have the right to determine reasonable schedules of working hours and days including the assignment of leave days and to establish the methods and process by which such work is performed. Prior to any change in the present work schedule, the City will confer with the Union before implementation of such change.

- B. The regular work schedule shall consist of five (5) consecutive eight (8) hour days per week. Employees shall also have the option to work four (4) ten (10) hour days per week with the approval of the Chief/designee. It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary nor capricious. If a new permanent shift is established by the Employer, the Union will be notified prior to implementation and it shall be filled on the basis of seniority, provided if no employee volunteers the Employer retains the right to assign the least senior qualified employee.

ARTICLE 27. OVERTIME

For those employees working the eight (8) hour per day schedule, time and one-half their regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day. For those employees working the ten (10) hours per day schedule, time and one-half their regular straight time hourly rate of pay shall be paid for all hours worked in excess of the ten (10) hours in any work day. All employees shall be paid time and one-half their regular straight time hourly rate for all hours worked in excess of forty (40) hours in a work week. The Chief or his/her designee will be the sole determining authority on the necessity for overtime. When overtime is required as a continuation of the employee's regular workday, such overtime will be performed with no break in the continuing operation.

ARTICLE 28. CALL BACKS

- A. If an employee is called back to work on any shift, and such call back does not extend into the employee's regular shift hours, she/he shall be compensated for a minimum of three (3) hours overtime unless such call back shall extend past three (3) hours, in which case he/she shall be paid overtime for the exact hours or portion thereof she/he worked. This provision includes but is not limited to, returning to work for court appearances.
- B. An employee called back to work because of negligence of duty shall not be entitled to overtime compensation. For example, if an employee leaves work with Department equipment, fails to turn in required documents before leaving work, etc., and is called in to return the equipment, or turn in the documents such employee will not be entitled to overtime compensation. Determination of when an employee will be called in shall be made by an appropriate supervisor.
- C. Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half.

ARTICLE 29. COMPENSATORY TIME LIMITATIONS

- A. Overtime shall be compensated by payment at the appropriate rate in cash unless compensatory time is requested by the employee and approved by the Employer. Compensatory time accumulation shall not exceed one hundred (100) hours. Time earned in excess of one hundred (100) hours will automatically be paid at the appropriate rate in cash. Upon termination, retirement or death all compensatory time accumulated will be paid in full. If Federal or State law changes so as to make the present time for granting and administering compensatory time and time off illegal, the Employer shall be allowed to change the existing system so as to comply with said law.
- B. A maximum of 40 hours compensatory time off may be used on any one occasion, except when an employee has exhausted their sick leave and approval is given by the Deputy Chief to use compensatory time in lieu of sick leave.
- C. Compensatory time may not be used with any other authorized time off which would exceed 40 hours off totally except when used with vacation time.
- D. A maximum of 40 hours compensatory time may be allowed with any vacation.
- E.. All employees who possess more than one hundred (100) hours of accumulated compensatory time off at the effective date of this Agreement shall not be allowed to accumulate more compensatory time off until said accumulated compensatory time is used to a level below one hundred (100) hours at which time they shall be allowed to accumulate up to one hundred (100) hours.

ARTICLE 30. EMERGENCY SCHEDULING

The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the Department and consistent with the requirements of public safety. In non-emergency situations where the scheduling of overtime is deemed necessary, personnel will be assigned on a voluntary basis, if there are no volunteers available, the Department retains the right to order overtime as in emergency situations. For purposes of overtime scheduling, all overtime known over forty-eight (48) hours in advance will be considered non-emergency overtime.

ARTICLE 31. TRANSFER OF COMPENSATORY TIME

Compensatory time cannot be transferred from one employee to another employee.

ARTICLE 32. COMPUTATION OF BENEFITS

Any Compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement.

ARTICLE 33. COFFEE BREAKS AND LUNCH PERIODS

All employees shall be entitled to two (2) fifteen (15) minute rest periods or coffee breaks during each shift. A lunch period shall not be considered a rest period or coffee break period. Lunch shall consist of one-half hour with pay.

ARTICLE 34. COMPENSATION FOR HOLIDAYS

- A. All employees of the City shall receive their regular compensation for the following holidays or parts thereof and any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator, during which the public offices of the City are closed:
- New Year's Eve (1/2)
 - New Year's Day
 - Martin Luther King's Birthday
 - President's Day
 - Good Friday (1/2)
 - Memorial Day
 - July Fourth
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve (1/2)
 - Christmas Day
 - Employee's Birthday
- B. Personnel on shift schedules will celebrate the holiday on the actual day. The Chief will determine in advance the day to be celebrated as the holiday for all other personnel.
- C. An employee who works both the calendar date and the designated date of a holiday shall receive holiday benefits only for the calendar date of the holiday.
- D. In cases where an employee's assigned leave day falls on a holiday, they shall receive eight (8) hours of straight time compensation. For example, if a holiday falls on an employee's assigned leave day, they shall be compensated for forty-eight (48) hours for that week.
- E. Employees who are scheduled to work overtime on a holiday will receive two (2) times their regular hourly rate for all time worked on the holiday and pay for that scheduled day. Employees who volunteer to work offered overtime on a holiday will receive time and one-half (1 1/2) their regular hourly rate for all time worked on the holiday and pay for that scheduled day.
- F. If an employee is scheduled to work but is on approved time off, they will receive their regular pay for that day plus straight time pay for the number of hours of their approved time off. The employees will be required to use some type of banked time to be off. For example, if an employee is scheduled to work but has an approved compensatory day, the employee will receive 48 hours of pay for that week, but will use 8 hours of compensatory time.

- G. Employees will take the holiday as a day off and will receive forty (40) hours of pay per week. This section does not prevent the Employer from scheduling work if advantageous to the Department.

- H. To qualify for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during his/her regularly scheduled vacation, employee is on a compensatory leave day, or unless he/she presents a reasonable excuse acceptable to management.

ARTICLE 35. VACATION LEAVE

Vacation shall be accrued and granted as follows:

A. Rate of Accumulation

Employees shall earn vacation leave with pay at the rate of one-twelfth of their annual vacation allowance for each month of continuous service. Provided, however, annual vacation may be credited on a prorated biweekly basis.

B. Length of Service

Employees shall be entitled to the following annual vacation leave:

<u>Years of Continuous Service Completed</u>	<u>Vacation Hours</u>
1 to 9 years	150 hours per year
10 to 14 years	180 hours per year
15 years or more	210 hours per year

C. Sickness or Injury

Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against the employee's vacation leave allowance.

D. Records

The Chief shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and with the written request of the employees. The use of vacation time in increments of one (1) hour or more may be approved by the Employer. The official records for vacation and sick leave are in the Controller's Office.

E. Accrual of Vacation Leave

Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he/she is entitled. If the amount of accrued vacation exceeds twice the amount of the annual accrued vacation to which the person is entitled, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. This restriction shall not apply if the employee was denied an opportunity to take vacation leave because of an

emergency or work assignment at the end of the calendar year. In that case, the employee shall not lose the excess vacation leave but shall be paid for it. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator.

F. Separation from City Service

Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.

G. Transfer of Leave

Accumulated vacation leave cannot be transferred from one employee to another employee.

H. Vacation Call Back

In the event an employee is called back to work from his/her scheduled vacation, he/she will be compensated:

- 1) By returning to the employee, on a one-vacation-day for one vacation day ratio, those vacation days lost due to the call back, and
- 2) By paying him/her time and one-half his/her regular pay rate for the hours worked.

I. Number of Vacations

An eligible employee may, to the extent of their unused vacation, take one vacation during each of the following periods:

- 1) January, February, March
- 2) April, May, June
- 3) July, August, September
- 4) October, November, December

Additional vacation time may be taken with the Employer's approval.

J. During the new employee's probationary period, vacation time may not be used.

K. Once a vacation has been signed up for, it may only be changed, cancelled, or altered with approval of the division commander.

- L. Vacation payout at retirement shall not be included in final average compensation for employees hired after 6-30-81.

ARTICLE 36. BULLETIN BOARDS

The Employer will provide bulletin boards in the Police Building which may be used by the Union for posting notices, including, but not limited to, notice of the following types:

- A. Notices of recreational and social events.
- B. Notices of elections.
- C. Notices of results of elections.
- D. Notices of meetings.
- E. Miscellaneous items placed on the board of employees, such as "for sale" notices.

ARTICLE 37. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are absent will be selected from within the bargaining unit. Such employee will receive the rate of pay per the job progression in accordance with the assignment they are qualified to perform.

ARTICLE 38. PROGRESSION TRAINING

Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Progression training for a higher progression level will be based on seniority, qualifications and operational need. During progression training, the employee being trained will always be monitored by a qualified employee or a supervisor. Under such guidance the employee being trained will continue to receive his/her current rate of pay.

ARTICLE 39. JURY DUTY

- A. An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty not to exceed eight (8) hours of pay for those working an eight (8) hour per day schedule at his/her regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

- B. In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she was required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment.

ARTICLE 40. SAFETY COMMITTEE

The Steward or his/her designated representative shall act on behalf of bargaining unit members for matters of health and safety. If the City creates a Central Safety Committee, the Steward or designated representative shall serve as the Union's representative.

ARTICLE 41. HEALTH, DENTAL, AND OPTICAL INSURANCE

A. Health Care Coverage

The Employer agrees to the following conditions regarding health insurance:

- 1) After six (6) months of employment, the City will provide health care coverage under a preferred provider organization program (the "PPO Plan") administered by Blue Cross-Blue Shield of Michigan, or similar third party administrator. Plan benefit provisions shall become effective January 1, 2007. Employees may elect coverage under the "High Option Plan" for which they shall pay a portion of the monthly premium contributions, or the "Low Option Plan" for which they shall pay no monthly premium contributions. Employees who elect coverage under the "High Option Plan" shall pay 10 percent of the medical premium each month, deducted from each member's paycheck before taxes. Such premium contributions shall be based upon the illustrative premium rates for all active employees which shall be effective on July 1, 2008, and subject to revision based upon the total all-active employees' group experience each subsequent July 1 for the duration of this contract.

In months when there are three (3) pay periods, premium contributions shall be taken only from the first two (2) of such pay periods.

- 2) An employee may elect to purchase benefits at their own cost during the first six (6) months of employment. The City provides health insurance coverage to newly hired employees once they have completed their first six (6) months of employment. At the end of the six (6) month period, the City will assume full cost for the "Low Option Plan" or for the "High Option Plan" less the applicable premium contribution as described in the paragraph above, for single, two-person or family coverage, including spouse, other qualified adults as defined in the City plan documents, to the extent permitted by law (that is, to the extent the City's plan definition is permitted by law), or dependent children as defined in the health care plan (until the end of the calendar year in which they reach the age of 19 or 25). An employee shall not be able to change such election until the next Open Enrollment, or unless the employee has a change in family status. Employees promoted into this bargaining unit who, during the course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.
- 3) The City of Ann Arbor shall provide to all bargaining unit members retiring on or after January 1, 2007 (including their spouse and dependents as long as the retiree remains the subscriber), the level of coverage under the "High Option" or "Low Option" PPO Plan as received by active employees as of the date of retirement, unless otherwise provided herein. Bargaining unit members, retiring under this contract, will be able to choose between the High Option / Low Option

plan each year during the annual open enrollment period, or if experiencing a change in family status. Premium contributions under the "High Option" Plan shall be equal to the monthly amount for single, double, or family coverage then in effect at their date of retirement, payable each month. This benefit provision also applies to surviving spouses, other qualified adults as defined in the City plan documents, to the extent permitted by law (that is, to the extent the City's plan definition in permitted by law) and eligible dependent children as defined in the health care plan (until the end of the calendar year in which they reach the age of 19 or 25) of deceased retirees. Employees who defer retirement are not eligible to receive health care coverage.

- 4) The PPO Plan requires the retiree to have both Medicare Part A and Part B. The Medicare Part B premium remains the responsibility of the retiree. If the retiree has not earned enough credit to qualify for unpaid Medicare Part A, or does not otherwise qualify for such coverage through their spouse, the retiree will continue with regular PPO Plan coverage.
- 5) If an employee retires and assumes employment elsewhere and that employer provides health coverage to its employees, which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. However, should the retiree lose such coverage from the other employer, the retiree may elect to reenroll under the City's health coverage. Such coverage shall be restored and recommence immediately following the production of such proof-of-loss. The City shall not prohibit a retiree from re-entering the City's health coverage for any reason upon loss of coverage from another program, and, further, the health coverage benefits provided upon return to City coverage will be the same as which the employee was entitled to upon retirement.
- 6) Subject to the conditions set forth in Appendix C, employees shall be able to waive their City-provided health care coverage, and receive a \$2,000 per year, payable quarterly. The City reserves the right to amend or terminate the program at any time during Open Enrollment to be effective as of the upcoming July 1.

B. Dental Coverage

After six (6) months of employment, employees shall be provided a "75% (Class I and II) /50% (Class III and IV) Delta Dental Plan" or its satisfactory equivalent with a maximum benefit of \$2000 per year per person. The City shall also provide an orthodontics rider providing 50% co-payment for employees' dependent children up to their 19th birthday with a \$2000 lifetime maximum per person, provided, however, that benefits will be paid after attainment of age 19