

**AMENDMENT TO JULY 1, 2008-JUNE 30, 2011
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF ANN ARBOR
AND
LOCAL 214 TEAMSTERS, POLICE PROFESSIONAL ASSISTANTS**

The City of Ann Arbor ("City") and the Police Professional Assistants Bargaining Unit ("Union"), pursuant to collective bargaining in response to a reopener on wages and benefits for the final year of the contract, agree to amend the July 1, 2008 – June 30, 2011 Collective Bargaining Agreement as follows:

- 1) **Article 22 Leaves of Absence, Section G4**, is amended to state the following:

All personal days must be used within the fiscal year in which they are awarded or they will not be paid out, with the following exception: Employees may roll over up to 4 personal days from the fiscal year in which they are awarded to the next fiscal year, if requested prior to the end of the fiscal year in which they are awarded. At no time may an employee have more than 64 hours of unused personal leave.

- 2) **Article 23 ICMA**, is amended to state the following:

Effective August 1, 2010, the employer shall cease to match contributions to the 457 Deferred Compensation Plan (ICMA) of those members of the bargaining unit participating in this plan.

- 3) **Article 29 Compensatory Time Limits, Section A**, is amended to state the following:

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 and twenty (120) hours. Time earned in excess of one hundred and twenty (120) 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.

- 4) **Article 41 Health, Dental, and Optical Insurance, Section A 1)**, is amended to state the following:

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, 2009, 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 from only two(2) of such pay periods.

Plan benefit provisions negotiated as part of the contract reopener for the final two years of the contract shall become effective August 1, 2010. Employees may continue to 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 August 1, 2010, and subject to revision based upon all total active groups experience each subsequent July 1 for the duration of this contract. Premium contributions for August 1, 2010 through June 30, 2011 will be \$44.31 per month for single, \$99.69 per month for double, and \$119.63 per month for family coverage. The plan effective August 1, 2010 includes increased deductibles and co-insurance. In addition, effective August 1, 2010, two co-pays for a 90 supply of medication on mandatory mail order prescriptions will be required.

- 5) **Article 41 Health, Dental and Optical Insurance, Section C**, is amended to state as follows:

Effective July 1, 2010, the City of Ann Arbor shall provide to each member of the bargaining unit (after six months of employment), a vision plan offered through Eye-Med. or its satisfactory equivalent for optical expenses for the employee, eligible dependants, and their spouse or other qualified adult as defined in the City plan documents and, to the extent permitted by law. This benefit includes a vision examination every twelve (12) months, standard plastic lenses, and a \$100 frame allowance at participating in network providers.

- 6) **Article 41 Health, Dental and Optical Insurance, Section E** is amended to state as follows:

The amount of City contribution to the employee's account for the first year of this contract is \$500 effective upon ratification and City Council approval, and for

the year beginning July 1, 2009 is \$500. Effective August 1, 2010, a \$1700 contribution will be made by the City to each member's HRA account and effective July 1, 2011, a \$1000 contribution will be made to each member's HRA account by the City. Contributions for newly hired employees will be prorated by months of service during the first fiscal year of employment. Unused amounts in this account may be carried forward each year. An employee who retires and begins to receive pension benefit payments from the City's defined benefit pension plan will be able to access unused funds, but no new contributions will be made to a retiree's account. An employee who otherwise separates from City employment for any reason will forfeit any unused funds. An employee who waives coverage and receives payments under the City's Health Care Waiver Program shall not have contributions made to such account for that plan year, except for the August 1, 2010 and July 1, 2011 contributions which will be made to all members. Health Reimbursement Accounts are non-interest bearing accounts.

- 7) **Article 52 Uniform Allowance** shall be amended to state the following:

Each member shall be reimbursed up to three hundred and fifty dollars (\$350) annually upon submission of receipts for a uniform until July 31, 2010 when the reimbursement and uniform requirement will cease. During the work week, business casual clothing is allowed.

- 8) **Article 53 Provisions for Parking** shall be amended to state the following:

The Employer shall provide parking spaces within a reasonable distance of the police station for the use of employees who elect to use this benefit. The parking structure at Fourth and Williams Street shall be considered as falling within the term "reasonable distance." The City of Ann Arbor shall pay a contribution of \$30.00 a month towards the cost of the above parking provision and the employees electing this benefit shall pay \$25.00 a month through payroll deductions. Effective with ratification of this Amendment, two members of the bargaining unit shall forfeit the above-stated parking subsidy until January 1, 2011. Additionally, one member of the bargaining unit shall forfeit the above-stated parking subsidy until June 30, 2011.

- 9) **Article 55. Salary Increases**, is amended to state the following:

Effective July 30, 2008, there will be a wage increase of 1.5% for all eligible employees within the bargaining unit.

Effective January 1, 2009, there will be a wage increase of 1.0% for all eligible employees within the bargaining unit.

Effective July 1, 2009 there will be a wage increase of 2.0% for all eligible employees within the bargaining unit.

Effective July 1, 2010, there shall be no increase in wages for employees within the bargaining unit.

Effective July 1, 2011, there shall be no increase in wages for employees within the bargaining unit.

10) **Article 56 Duration of Agreement** shall be amended to state the following:

This Agreement shall become effective as of its date of execution and shall remain in full force and effect through June 30, 2012 and from year to year thereafter unless either party hereto serves written notice upon the other at least ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

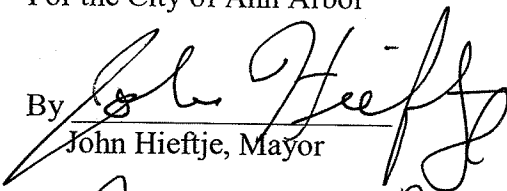
The City and bargaining unit agree to a wage and health care re-opener July 1, 2010. That reopener agreement was ratified by both parties effective July 19, 2010.

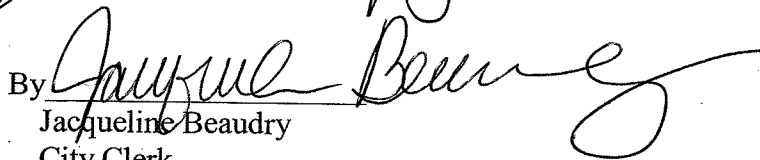
11) In addition, as specified in the Amendment to the Ordinance, Chapter 18, approved by City Council on July 19, 2010, members' contributions to pension shall increase to 6% of wages (pre-tax) effective August 1, 2010.

All terms, conditions, and provisions of the July 1, 2007 – June 30, 2011 (now July 1, 2007-June 30, 2012) collective bargaining agreement between the parties, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated and included herein.


This amendment to the collective bargaining agreement between the parties shall be binding on the heirs, successors and assigns of the parties.


For the City of Ann Arbor

By: 
John Hieftje, Mayor

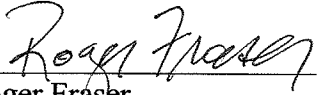
By: 
Jacqueline Beaudry
City Clerk

For the Union

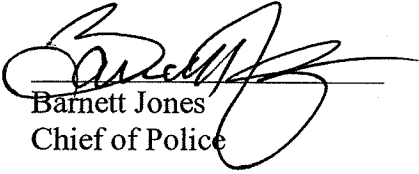
By: 
Carolyn Lovell
Steward

By: 
Alan Lewis
Business Representative

Approved as to Substance:

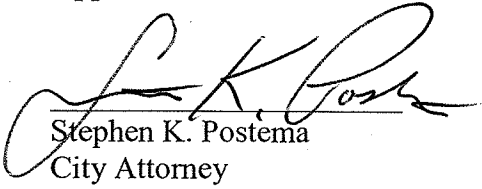


Roger Fraser
City Administrator



Barnett Jones
Chief of Police

Approved as to form:



Stephen K. Postema
City Attorney