

AGREEMENT

**BETWEEN THE CITY OF ANN ARBOR
AND
LOCAL 214 OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA A.L.A.
(Civilian Supervisors)**

July 1, 2009 – June 30, 2012

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ARTICLE 1 - RECOGNITION

Section 1 - Union Recognition.

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 which collective bargaining is mandatorily prescribed by law for the term of this Agreement for Supervisory Bargaining Unit.

Section 2 - Anti-Discrimination/Harassment.

The City and the Union are committed to providing every employee a workplace free from unlawful discrimination and harassment. No persons employed by the City shall be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status, 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. As used herein, Aperceived refers to the perception of the person who acts, and not to the perception of the person for or against whom the action is taken.

The City and the Union agree to abide with all applicable federal, state non-discrimination laws and Chapter 112 of the City Code, as they all may be amended.

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.

Section 3 - Union Security/Agency Shop.

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to pay an amount equal to such portion of the monthly Union dues that is necessary to support the Union's representational activities, such as collective bargaining and administration of the labor contract to the local Union for the service and administration of this contract for the duration of this Agreement. Employees covered by this Agreement shall be required to continue membership in the Union for the duration of this Agreement. This section does not require any employee to pay any fees or dues, which are related to political action or other non-representational activities of the union and does not require any employee to join or become a member of the union. Under this Agreement and by

law, employees are required only to pay the fees and dues outlined above as a condition of employment.

Employees covered by this contract who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this contract, shall be required, as a condition of continued employment, to pay an amount equal to such portion of the monthly Union dues that is necessary to support the Union's representational activities, such as collective bargaining and administration of the labor contract.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be a member of the Union and shall be deemed to meet the conditions of this section.

Section 4 - Termination Penalty for Delinquency in Paying Dues.

Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employee shall be terminated under Section 4 of this Article unless:

- (a) The Union first has notified the employee by Certified letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the City for termination as provided in this Article.
- (b) The Union has furnished the City with written proof that the procedure of Section 4(a) of this Article has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "(name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the Agreement, the City shall terminate the employee."

- (c) The Union shall indemnify, and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Section 5.

Section 5 - Payroll Deduction.

During the life of this Agreement and in accordance with the terms of the form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as union membership dues or service charge levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form. When a personnel action form for the new Teamster Supervisor is completed, the Employer will notify the Union. New members will be permitted to have deducted monthly during their probationary period a prorated portion of the initiation fee as set by the Secretary-Treasurer of Local 214. Dues deduction shall begin at the end of the month of employment following completion of the six month probationary period. The Union will notify Payroll, in writing, as to the initiation fees and monthly dues. Any changes in these amounts shall be given in writing to Payroll.

The Employer agrees to pay to the Union any amounts it failed to pay in error, upon presentation of proper evidence thereof.

Check off deductions under a properly executed Authorization for Check off of Dues or Service Charge forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly.

Deductions for any calendar month shall be remitted to the designated financial officer of the local Union with: (1) a list for whom membership dues have been deducted, and (2) a list for whom service charges have been deducted by the tenth (10th) day of the month following the payday that the dues and charges were deducted.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure.

ARTICLE 2 - 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.

The Union recognizes that members of the unit are supervisory personnel and are representative and part of management for the purpose of administering the City's policies to insure the safety, health and welfare of the citizens of the City of Ann Arbor.

At no time will the Employer negotiate conditions of employment with the individual bargaining unit members without the full participation and written consent of the Chief Steward and/or Business Agent by involving appropriate union representation at the beginning of any such discussions.

In any conflict between the City Human Resources Policies and Procedures, Service Area/Unit Specific Policies or departmental rules and this Agreement, this Agreement shall take precedence. These rules shall be posted permanently and a copy sent to each member in the unit. A meeting shall be held with Union representatives to discuss their views of the rules prior to implementation.

ARTICLE 3 - AID TO OTHER ORGANIZATIONS

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

ARTICLE 4 - STRIKES AND LOCKOUTS

The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period, there will be no lockouts.

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. This provision shall not be construed to waive an employee's rights of appeal under the grievance procedure.

In the event of a work stoppage of another union that is beyond the control of this Union, the members of this unit shall not be required to perform normal bargaining unit work of others except in cases of emergency. Such emergencies shall be declared by the City Administrator. Such assignments shall not be considered a demotion, promotion or reclassification, and when so assigned, employees shall receive their regular wages for hours worked. The Employer will provide security for members in crossing picket lines. If, because of a picket line a member refuses to perform work when an emergency exists, he/she shall not be paid and shall be subject to discipline, but not discharged. If a member refuses to cross a picket line of another union and it is a non-emergency situation, he/she shall not receive his/her pay, but he/she will not be subject to discipline.

ARTICLE 5 - STEWARDS AND CHIEF STEWARDS

Section 1 - Designation.

The Employer recognizes the right of the Union to designate a Chief Steward and eight (8) other Stewards. Alternate stewards may be designated to serve in the absence of the regular stewards and on shifts that no steward is working for the purpose of grievance representation support only. Once these stewards are selected, their names and designated areas of stewardship responsibility will be submitted to Human Resources Services.

Section 2 - Functioning as Steward.

The authority of the Stewards shall be limited to and shall not exceed the following duties:

- (a) The investigation and presentation of grievances in accordance with the provisions 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, including the use of the City's e-mail system, or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the work of the City.
- (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.
- (d) Before a Steward exercises his/her union responsibilities, the immediate supervisor shall be notified.

Section 3 - Special Conferences.

Special conferences for important matters will be arranged between the Chief Steward and the designated representative of the Employer, upon the request of either party. Such meetings shall be between one (1) or more representatives of the employer and at least two (2), but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made within thirty (30) days of the request, unless mutually agreed to by the City and the Union, and the party requesting a special conference shall provide the other party with an agenda of the subjects to be discussed at the special conference at the time the request is made, unless both parties have subjects they wish to discuss, in which case the parties shall exchange their agenda. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union attending such a conference shall receive their regular rate of pay and should the meeting extend beyond the normal workday, they shall receive time-and-a-half. If there is an answer forthcoming from either the Union or the Employer, it shall be given in writing within seven (7) workdays of the special conference.

ARTICLE 6 - GRIEVANCE PROCEDURE

Section 1 - Definition.

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 and applications of particular clauses of this Agreement, and about alleged violations of this Agreement, including discipline and discharge. Discipline involving time off and discharge grievances shall be submitted at the third step.

Section 2 - Informal Resolution.

The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision.

Section 3 - Timely Action.

Immediate supervisors, Service Unit Managers and Service Area Administrators shall consider promptly all grievances presented to them, and, within the scope of their authority, take such timely action as is required.

Section 4 - Steps.

Grievances shall be processed according to the following procedure:

FIRST STEP: An employee who has a grievance shall discuss his/her complaint with his/her Service Unit Manager, or designee, 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 Service Unit Manager or designee 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. Notice to the Service Unit Manager of the desire to discuss the complaint must be made within ten (10) working days of the date the employee became aware or should have become aware of the event.

SECOND STEP: If the matter is not satisfactorily settled by such a discussion, the aggrieved employee shall file a grievance with his/her Service Area Administrator, or designee within ten (10) working days of the date of the discussion with the Service Unit Manager. Such grievance 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, and the circumstances surrounding the grievance. The Service

Area Administrator or designee shall schedule the matter for a hearing within ten (10) working days and shall give a written answer within ten (10) working days of the hearing.

THIRD STEP: If the Service Area Administrator, or designee's answer is unsatisfactory to the employee the grievance shall be appealed to the City Administrator. Such appeal must be made within ten (10) working days of receipt of the answer at Step Two. The City Administrator and/or his/her designated representative shall within ten (10) working days from the date of receiving the appeal, either render a written decision or hold a hearing of the grievance, at the option of the Union. The Chief Steward shall be allowed reasonable time, with pay, to investigate the nature of the grievance he/she is to discuss with the City Administrator's representatives. The City Administrator or his /her designee shall file a written answer within ten (10) working days after the hearing is held or the date of the Union request to render a decision. 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 shall be used in making a selection. In such a case, the decision of the arbitrator shall be binding on both parties.

FOURTH STEP: If an answer of the City Administrator is unsatisfactory to the Union, the grievance shall be submitted to either a mutually agreeable arbitrator or to the American Arbitration Association provided that such submission is made within thirty (30) workdays after receipt by the Union of the City Administrator's answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The decision of the arbitrator shall be binding on both parties.

Section 5 - Cost of Arbitration.

The City and the Union shall each pay one-half of the arbitrator's fees.

Section 6 - Power of Arbitrator.

An arbitrator shall have no power to add to, or 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.

Section 7 - Time Limits.

If the grievance is not timely filed or is not appealed within the time limit, the employee and/or Union shall be deemed to have accepted the action or decision. Conversely, if a written answer is not provided within the prescribed time limit, or extended by mutual agreement, it may be advanced to the next step by the Union.

Section 8 - Grievance Form.

The City and the Union shall agree on a grievance form.

ARTICLE 7 - DISCHARGE/DISCIPLINE

The Employer reserves the right to discipline and discharge for just cause.

Section 1 - Notice.

When an employee has engaged in conduct which could lead to discharge or discipline involving time off, the employee's Service Unit Manager or his/her designated representative will notify the employee within seven (7) work days after knowledge of the events giving rise to possible disciplinary action. In the case of any alleged misconduct, which requires an investigation, such investigation shall be concluded within a reasonable period of time (within 30 days) and knowledge shall be presumed at the conclusion of said investigation. If the investigation requires additional time, management shall inform the Chief Steward in writing of the reason for the extension of the investigation. Such extension shall not exceed fifteen (15) days unless mutually agreed to by the Union. During the investigation and before any action is taken, the Service Unit Manager or his/her designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his/her Union representative on the Employer's premises prior to meeting with the Service Unit Manager and to have his/her Union representative present when he/she meets with the Service Unit Manager. At the conclusion of the investigation, and after meeting with the employee, the employee will be notified in writing of the results of the investigation and any disciplinary action must be administered at that time. If disciplinary action is taken, the employee will be notified in writing with a copy to be given to his/her Union representative. Grievances regarding disciplinary action involving time off and discharge shall be entered at the third step of the grievance procedure.

Section 2 - Use of Past Record.

In imposing any discipline, the Employer shall not base his/her decision upon any prior infractions of City HR Policies and Procedures, Service Unit Specific Policies, or departmental rules or regulations which occurred more than thirty six (36) months prior to the incident giving rise to the current discipline.. Immediate discharge or discipline may occur for falsification of any employment application or record.

Section 3 – Expunging Employee Records

Upon employee request, records of disciplinary actions issued shall be removed from an employee's official personnel file thirty six (36) months following the date on which the action was taken.

ARTICLE 8 - VACANCIES

Management determines when a vacancy or a new bargaining unit position exists, whether it will be filled and if filled, whether it will be filled temporarily or by posting. Within 14 calendar days after a bargaining unit vacancy is determined, management will notify the Union's Chief Steward regarding its plan for the vacancy, including for example, whether the position will be posted, filled temporarily, or not filled.

When vacancies in the bargaining unit exist or there are new bargaining unit positions created, and management determines that the position will be posted, the Employer shall post such positions to bargaining unit members for two weeks and make available a list of the necessary qualifications. The Employer shall notify all bargaining unit members by e-mail of the posting. It is understood and agreed that the vacant or new position is to be awarded to the most senior qualified bargaining unit member who applies and who has a satisfactory work record as documented in his/her official personnel file. For the purpose of determining whether a member has a satisfactory work record, management will only consider the prior 36 months of the employee's personnel record. If a bargaining unit member is denied the position, at his/her request, he/she will be provided with a written explanation of the denial.

The bargaining unit employee awarded the position shall enter on a trial basis for up to sixty (60) calendar days. Should management and the employee jointly agree to request an extension of the trial and training period from the Union, such an extension may be granted for thirty (30) additional calendar days.

Throughout any trial period, a formal evaluation shall be conducted at the end of the first twenty one (21) days to apprise the employee of his/her performance. A second formal evaluation shall be conducted after forty two (42) days to continue to apprise the employee of his/her performance. On-going discussion regarding the work performance and supervisory behaviors shall continue, and be documented in writing, between the employer and the bargaining unit member throughout the remainder of the trial period. Any time after the forty two (42) day evaluation, the employee may be returned to his or her former position based upon results of an unsatisfactory performance evaluation. An employee may return to his/her former position upon his/her request at any time during the trial period.. After sixty (60) days or at the end of the extended trial period he or she loses the ability to return to his/her previous position.

The employer shall not consider applicants from outside the bargaining unit so long as applicants within the bargaining unit meet the minimum qualifications set forth for said position, or have the ability, as determined by the employer, to meet the minimum qualifications, within a reasonable period of time. This determination shall be based on

a discussion with the Union and the bargaining unit member who is applying for the position.

The employer agrees to meet with the Union to discuss major changes in bargaining unit job requirements, skills, abilities, etc., prior to posting a vacant position.

Any efforts on the part of the City to implement or modify a career ladder within the bargaining unit shall include full participation by the Chief Steward, Business Agent, and affected bargaining unit members prior to implementation.

ARTICLE 9 - RECLASSIFICATIONS

The employer reserves the right to make changes in assigned duties and responsibilities that are related to the employee's present position. The Employer also reserves the right to assign duties and responsibilities to an employee that are related to the employee's present position. When the Employer wishes to create new positions, revise job descriptions, or reclassify current positions within the bargaining unit, the Director of Human Resources and Labor Relations will provide the Union with a copy of such proposed changes fourteen (14) days prior to scheduled implementation. The Union shall have ten (10) days within which to review and comment on the proposed modifications as to job requirements and wage scale. Should the Union disagree with the proposed job requirements and/or wage rate, a special conference, which includes the Director of Human Resources and Labor Relations, will be convened at the request of either party. Assignment of duties will not be made for the purpose of reducing an employee's pay.

If an employee believes that his or her scope of work or job responsibilities have gone beyond or outside of his or her job description, he or she may request a meeting with his or her Manager, Union representation and Human Resources Services to seek clarification of the job description requirements.

ARTICLE 10 - TEMPORARY ASSIGNMENTS

Management shall determine when a vacancy exists, whether it will be filled and if filled, whether it will be filled temporarily or by posting. Within 14 calendar days after the vacancy is determined, management will notify the Union's Chief Steward regarding its plan for the vacancy, including, for example, whether the position will be posted, filled temporarily, or not filled.

When management determines that a position will be filled temporarily, the position will be offered to qualified employees in order of seniority, the most senior qualified person being offered the position first. If all qualified employees reject the offer, the lowest senior qualified employee must accept the temporary assignment. The Employer agrees to notify the Union in writing and meet with the Union to discuss the nature and duration of temporary assignments and to discuss any adverse impact to the member or unit as a result of a temporary assignment.

Employees who are temporarily assigned to another position will be placed in Step 1 (one) of the new range. However, if Step 1 (one) of the new pay range is found to be less than a one step increase above the employee's previous rate, the employee shall receive an additional step or steps to establish the equivalent of a one-step increase in pay. This provision shall apply to overtime only in those instances where the employee is getting the higher pay. If a bargaining unit member is transferred to a temporary assignment in the City, which is not included in the bargaining unit, the member's seniority shall include the time served in a temporary assignment.

Temporary assignments of non-Teamster employees in Teamster positions shall not exceed ninety (90) days except if there is a mutual agreement in writing between management and the union for an extension. After ninety (90) days, all such employees shall be treated as a bargaining unit member. Immediately upon the 91st day, the non-Teamster employee must complete the form of Authorization of Payroll Deduction of Dues or Service Charge, and the Employer agrees to deduct a uniform amount as Union membership dues for Service Charge, or the non-Teamster employee immediately returns to his/her former position.

ARTICLE 11 - TRAINING ASSIGNMENTS

Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority, interest, qualifications, and the needs of the service unit. During a training assignment, the employee being trained will always be supervised by a qualified supervisor. Under such supervision, the employee being trained will continue to receive his/her current rate of pay.

ARTICLE 12 - LEAVES OF ABSENCE

The Family Medical Leave Act (FMLA) will be coordinated and applied under applicable Federal Law.

Section 1 - Personal Reasons.

A Service Unit Manager may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

Section 2 - Special Reasons.

The Service Unit Manager, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods for the following purposes:

- (a) Attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City service.
- (b) Urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, running for a public or Union elective position, and for purposes other than the above that are deemed beneficial to the City.

Section 3 - Maternity Leaves.

Employees shall be allowed to take a maternity leave of absence, not to exceed six months, concurrent with a Family and Medical Leave of absence, due to pregnancy, pregnancy of a spouse or other qualified adult as defined by the City plan documents, to the extent permitted by law, or adoption of a child. Such leave of absence shall not affect continuous service. Paid leave time will be used unless such leave time is not available. However, an employee may elect to retain a maximum of forty (40) hours in each paid leave bank i.e. sick, vacation and compensatory time. Disability caused by pregnancy shall be treated as temporary disability under this Agreement. If at the end of six (6) months the employee has not requested reinstatement, his/her employment shall be terminated. If the employee is unable to return to work at the end of (6) months and provides a written recommendation by the attending physician, the Employer may, in its discretion, grant an additional leave of absence. Benefit continuation will be

consistent with the provisions of the Family Medical Leave Act (FMLA).

Section 4 - Election of Position.

An employee who has been elected or appointed to a public or union position will be granted a leave of absence without pay for a period not to exceed two (2) years, if the Employer determines such a leave will not interfere with the efficient operation of the Service Unit. Such determination shall not be arbitrary or capricious.

Section 5 - Medical Leave of Absence.

If an employee needs to be off work for an extended period of time due to a serious medical condition, the employee will be granted, at his/her request, a medical leave of absence, not to exceed two (2) years, provided the employee complies with the submission and verification of required medical certifications. Paid leave time will be used unless such leave time is not available. Employees may elect to retain a maximum of forty (40) hours in each paid leave bank i.e. sick, vacation and compensatory time.

Section 6 - Family Illness.

If an employee has a prolonged illness in his/her immediate family, defined in this case to include only the spouse, other qualified adult as defined by the City plan documents, to the extent permitted by law, children and parents of the employee, said employee will, at the employee's request, be granted a leave of absence not to exceed one (1) year. Paid leave time will be used unless such leave time is not available. Employees may elect to retain a maximum of forty (40) hours in each paid leave bank i.e. sick, vacation and compensatory time.

Section 7 - Leave for Union Business.

Two members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed, subject to the prior approval of the Service Unit Manager and the Director of Human Resources and Labor Relations, a combined maximum of ten (10) days off with pay to attend such conference and/or conventions per fiscal year.

Section 8 - Funeral Leave.

Employees shall be allowed up to five (5) consecutive working days as funeral leave days with pay not to be deducted from sick leave for a death in his/her immediate family which is to be defined as follows: mother, father, sister, brother, spouse, son or

daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parents, step-child, grandparents, grandchild or a member of the employee's household.

Employees will be allowed one (1) working day off with pay to serve as a pallbearer at a funeral for one who is not in the employee's immediate family.

An employee shall be required to confirm the reason for using funeral leave if requested by the employee's supervisor.

Section 9 - Personal Leave.

Each employee covered by this contract shall receive, effective July 1 of each year, four (4) personal leave days. Such personal leave cannot be used in increments of less than one (1) hour and will be granted upon the employee's request in accordance with operational requirements. This leave is in addition to sick and vacation leave and must be used during the fiscal year or will be lost. An employee must notify his/her immediate supervisor by noon of the working day before he/she wishes to take the personal leave day. For the purposes of this section, "day" is defined as the length of the employee's assigned shift. Refusal to grant a personal leave day shall not be arbitrary or capricious.

New unit employees will earn one day of personal leave in each quarter of the first fiscal year of their employment. The quarters are: July-September, October-December, January-March, April-June. Once an employee begins working in a second fiscal year, he/she will no longer be considered a new employee for purposes of computing personal leave. Thus, a new employee hired between April and June will earn one day of personal leave in that fiscal year. Beginning in July, that employee will receive four (4) days of personal leave for the following fiscal year period.

In the event of layoff only, the employee will be paid at his/her current rate for unused personal leave.

Section 10 - Return from Leaves.

An employee on leave as specified in this article shall be returned to the position that he/she left if the leave is of one-year duration or less. The City of Ann Arbor Human Resources Policies and Procedures shall govern leaves of absences unless otherwise modified by this contract.

ARTICLE 13 - EDUCATIONAL BENEFIT

Section 1 - Definition.

In keeping with the Employer's policy of encouraging the improvement and professionalism of its employees through education, the Employer shall provide to employees the opportunity to take courses at an accredited college or university or community college. The employee shall be eligible to receive reimbursement for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term, subject to and in accordance with other limitations hereinafter provided. Any late registration fees, travel or employee time will not be reimbursable. In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost of all tuition and required textbooks.

Section 2 - Procedure.

A request for tuition reimbursement form must be completed prior to the beginning of the course. The request must be approved by the Service Unit Manager in his/her sole discretion prior to the first meeting of the course, with an explanation as to how it is related to the employee's classification and work assignments, or provides future promotional opportunities within the employee's service unit. If the Service Unit Manager turns down the employee's request for educational reimbursement, the employee can appeal that decision to the City Administrator. The City Administrator's ruling is final. This section is not subject to any grievance procedure.

Section 3 - Undergraduate Courses.

The employee must receive a grade of "C" or better to be eligible to receive reimbursement for any undergraduate level course/s. Reimbursement for undergraduate level course/s and textbooks will be provided at 100% of the total costs, up to a maximum of two thousand, five hundred dollars (\$2500) per fiscal year. The Employer will not fund two degrees at the undergraduate level.

Section 4 - Graduate Courses.

The employee must receive a grade of B or better to be eligible to receive reimbursement for any graduate level course/s. Reimbursement for graduate level course/s and textbooks will be provided at 100% of the total costs, up to a maximum of two thousand five hundred dollars (\$2500) per fiscal year.. The Employer will not fund two degrees at the graduate level.

Section 5 - When Courses Can Be Taken.

Courses shall be taken on the employee's off-duty time. Employees who attend courses during normal work hours must receive approval from the Service Unit Manager. Hours of work missed during such attendance must be made up by the employee or no pay will be granted for such time.

Section 6 - Reimbursement to City.

In the event that an employee leaves the service of the City within one year after receiving educational benefits under this clause, he/she shall reimburse the City for those monies received in the one year period preceding his/her leaving.

ARTICLE 14 - WORKERS' COMPENSATION

Section 1 – Definition.

Each Employee will be covered by the applicable Worker's Compensation Law. The employer further agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his/her employment with the City and who is eligible for Workers' Compensation, shall, in addition to Workers' Compensation benefits receive the difference between the Workers' Compensation benefits and his/her net after tax (gross minus state and federal taxes) salary and all fringe benefits (except clothing allowance) as of the date of injury (excluding overtime), commencing the first day on which he/she is unable to work following the day of injury, and continuing thereafter for a maximum of fifty-two (52) weeks. The City supplement to state Workers Compensation benefits will commence on the 8th day after the first work day off due to work connected illness or injury. On the 15th day after such first work day off due to work connected illness or injury, the supplement will be paid to such first work day and any banked time used for pay continuance during the first seven (7) days of absence will be restored to the employee's bank.

If an employee returns to work prior to the expiration of the fifty-two (52) week period, and then is off work again due to a recurrence or aggravation of the disability resulting in the prior absence from work, that employee shall be entitled to receive supplemental pay for a number of weeks equal to fifty-two (52) minus the number already received. After an employee has received a total of fifty-two (52) weekly supplemental payments, the employee shall receive only the weekly Workers' Disability benefits as determined by law.

Section 2 – Secondary Employment.

While an employee is receiving Workers' Compensation benefits, he/she shall notify the City if he/she is working elsewhere. If an employee is receiving compensation from another job while receiving weekly supplemental payments, the amount of weekly supplemental payments shall be reduced by the amount of compensation received from the other job. Failure of an employee to notify the City that he/she is employed elsewhere shall result in the employee forfeiting his/her right to any additional weekly supplemental payments to which he/she would otherwise have been entitled and in reimbursing the City an amount equal to that earned at other employment but not to exceed the amount he/she would have been entitled to as a supplemental pay.

Section 3 – Work While Receiving Workers' Compensation Benefits.

While an employee is receiving Workers' Compensation benefits, he/she shall be required to perform work that is offered by the City if he/she is capable of performing that work. If the employee is requested to perform this work during the period in which

he/she would have been entitled to receive weekly supplemental payments, his/her salary will not be lower than his/her salary at the time of injury. If the employee is requested to perform this other work after the period in which he/she is entitled to receive weekly supplemental payments, his/her salary shall be that of the job he/she performs. If an employee refuses to perform other work that he/she is capable of performing, he/she shall forfeit his/her right to receive weekly supplemental payments, as well as subjecting him/herself to loss of regular Workers' Compensation payments under the Workers' Compensation Act.

Section 4 – Return To Work.

At any time the Employer determines, based on medical information, an employee is able to return to his/her regular job; he/she shall be required to do so. Failure to so return will result in forfeiture of weekly supplemental payments as well as subjecting the employee to loss of regular Workers' Disability Compensation payments under the Workers' Disability Compensation Act. The employee may be required to periodically report to a City selected and paid for doctor.

Section 5 – Light or Limited Duty.

The Director of Human Resources and Labor Relations may assign an employee to light or limited duty if there is available work which the employee can perform without displacing another employee. The Employer agrees to create light duty positions whenever possible within each service unit to achieve this. Employees shall be paid in accordance with State Workers' Compensation laws.

Section 6 – Pension.

Workers' Compensation payments shall not be used for purposes of computing final average compensation for pension.

Section 7 – Seniority.

While employees are on Workers' Compensation or medical leave due to physical or mental illness, or illness in their immediate family as defined in Article 18, Section 3, such employees shall continue to accrue seniority.

ARTICLE 15 - HOURS OF WORK

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 method and processes by which such work shall be accomplished.

Section 1 - Normal Working Hours.

The regular work schedule shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except in regular six or seven day operations now in existence, and except in temporary or seasonal work. Prior to the implementation of any change in the work schedule, the Employer agrees to meet and negotiate at the request of the Union about such changes. 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 or capricious. Prior to the implementation of any change in the work schedule, the Employer agrees to notify the Chief Steward in writing and if requested meet with the Chief Steward to negotiate the effects of such change.

For employees working eight (8) hour days, any time worked in excess of eight (8) hours a day shall be overtime. For employees working ten (10) hour days, any time worked in excess of ten (10) hours a day shall be overtime. For employees working twelve (12) hour days, any time worked in excess of twelve (12) hour days shall be overtime. Any time worked in excess of forty (40) hours a week will be considered overtime.

Section 2 - Overtime.

The Employer has the right to schedule overtime work as required in a manner most advantageous to the service unit and consistent with the requirements of municipal employment.

Employees shall be compensated for overtime by payment at time and one-half, which may be received in cash or in compensatory time off, as requested by the employee. The Service Unit Manager or his/her designee will be the determining authority on the necessity for overtime.

Off days shall not be changed, switched or rescheduled to avoid paying overtime.

Section 3 - Callbacks.

When an employee is called to return to work he/she shall be given one (1) hour as preparation and travel time for such callback at time and one-half in addition to the hours worked at time and one-half. The minimum payment for callback shall be the one

(1) hour paid at time and one-half given as preparation and travel time plus payment for one (1) hour of working time at time and one-half.

Section 4 - Rest Periods or Coffee Breaks.

All employees shall be entitled to two (2) fifteen minute rest periods or coffee breaks during each shift. A lunch period shall not be considered a rest period or coffee break period. If an employee is working overtime, he/she shall be allowed a rest period or coffee break after each two (2) hour period, and at the end of four (4) hours a lunch period shall be allowed.

Section 5 - Shift Preference.

Upon an opening or vacancy, shift preference will be given on the basis of seniority, except in rotating shifts.

ARTICLE 16 - SENIORITY

Section 1 - Definition.

Seniority shall be based on an employee's entry into the bargaining unit.

Section 2 - Probationary Employees.

New employees hired in the unit shall be probationary employees for the first six (6) months of their employment. The calendar days probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he/she shall be entered on the seniority list of the unit and shall rank for seniority from a day six (6) months prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees. Probationary employees shall receive written evaluations at two (2) months, three (3) months, and six (6) months. Upon mutual agreement between the employer and the Union, the Employer may extend the probationary period. Said extension not to exceed three (3) months.

The Union shall represent probationary bargaining unit 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 Article 1 of this Agreement, except employees discharged and disciplined for other than Union activity.

Section 3 - Seniority List.

The seniority list on the date of this Agreement shall show the names, job titles and length of service in the bargaining unit. 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.

Section 4 - Loss of Seniority.

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

- (a) He/she quits City employment.
- (b) He/she is discharged and the discharge is not reversed through the procedures set forth as in this Agreement.
- (c) 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 matters may be referred to the grievance procedure.

- (d) 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.
- (e) Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
- (f) He/she retires.
- (g) He/she has been laid off and not recalled after 36 months.
- (h) If he/she moves into a regular (not temporary) position outside of the bargaining unit, he or she would have 60 days or the period of an extended trial period (if granted) to return to the bargaining unit without loss of seniority.

Section 5 - Seniority of Steward.

Notwithstanding his/her position on 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 the bargaining unit which he/she can perform and shall be recalled to work in the event of a layoff on the first open job in his/her unit which he/she can perform. The steward shall be a bargaining unit employee and shall have completed his/her probationary period in the bargaining unit.

ARTICLE 17 - LAYOFFS

Section 1 - Employees.

The Employer may layoff a bargaining unit employee when it is deemed necessary by reason of shortage of work or funds, the elimination of the position or material change in the organization. Some of the duties contained in the job description of the employee laid off may be reassigned within reason to other bargaining unit employees. Prior to any layoff, the City shall notify the Union, in writing, at least two (2) weeks prior to said layoffs and at the request of the Union will discuss the layoffs prior to the effective date.

Section 2 - Order of Layoffs.

Layoff of employees shall be made first by inverse order of seniority within a title classification. Further, bumping laterally or downward by seniority will be allowed in the following order:

- (a) Bid for a vacant bargaining unit position.
- (b) If the employee is not able to move into a vacant bargaining unit position, he/she shall have the right to bump to an equal or lower progression level within the title classification he/she is performing if he/she has more bargaining unit seniority than the least senior employee within that title classification. The least senior employee will then be removed from the position.
- (c) If an employee does not have bumping rights under (a) or (b) above, he/she shall have the right to bump into a title classification in which he/she has previously served if he/she has more bargaining unit seniority than the least senior employee in that classification. The least senior employee will then be removed from the position.

- (d) If an employee does not have any bumping rights under (a) (b) or (c) above, he/she will be allowed to bump into a title classification in which he/she possesses the qualifications and abilities to perform with minimum training and supervision and if he/she has more bargaining unit seniority than the least senior employee in that title classification. The position into which the employee will be allowed to bump will be determined by the Employer. The least senior employee will then be removed from the position.
- (e) No bargaining unit employee shall be laid off from his/her position while a temporary, seasonal or contract employee is still employed in a supervisory position in the same service unit.
- (f) No bargaining unit employee shall be laid off from any position while any probationary bargaining unit employee is still employed.
- (g) The procedure set out above shall be available for use by an employee who is replaced as a result of the bumping procedure. If an employee who has received a layoff notice wishes to exercise bumping rights, he/she must notify Human Resources Services within three (3) days after receiving the layoff notice.

Section 3 - Notice of Layoff.

The Service Unit Manager shall give written notice to the Director of Human Resources and Labor Relations and to the employees and Union of any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least two (2) weeks before the effective date thereof. Employees who are laid off as a result of being bumped will be given seven (7) days notice.

Section 4 - Recall Procedure.

When the work force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he/she shall be considered to have quit.

ARTICLE 18 - SICK LEAVE

The Family Medical Leave Act (FMLA) will be coordinated and applied under applicable Federal Law.

Section 1 - Accumulation.

Sick leave for employees, covered by this contract, shall be accrued and granted as follows:

- (a) Each employee of the City shall be entitled to sick leave of 3.7 sick leave hours per pay period. Employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
- (b) Unused sick leave may be accumulated up to a maximum of nine hundred and sixty (960) hours, except as provided in sections 4 and 5 below.
- (c) Employees absent from work on legal holidays, during sick leave, during vacation, while on Workers' Compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

Section 2 - Qualification.

When an employee finds it necessary to be absent for any reason, he/she shall notify his/her supervisor as to the reasons for using sick time before his/her regular time on the first working day of absence, and shall thereafter report on the working day prior to his/her next scheduled starting time (unless hospitalized or confined by a doctor) until he/she returns to work. If the supervisor is not present, the employee shall leave a message. Sick leave will not be granted unless such report has been made. If an employee is hospitalized or confined by a doctor, he/she does not have to report every day. However, a physician's statement attesting to such hospitalization or confinement may be required by the City.

If an employee is off on sick leave for five (5) consecutive days, a physician's statement shall be required indicating the nature of the sickness, and attesting to the employee's ability to return to work. The employee shall not be allowed to work until submitting such a statement and any additional time off which results from failure to submit the same shall be without pay.

Section 3 - Eligibility.

An employee eligible for sick leave may use such leave for absence due to his/her personal illness, for medical, dental, or optical appointments of themselves or immediate family, and due to illness in the employee's immediate family which is limited to husbands, wives, other qualified adults as defined by the City plan documents, to the extent permitted by law, children and parents provided the employee's absence is necessary. Upon approval of his/her Service Unit Manager, an employee may be absent due to exposure to contagious disease, which could be communicated to other employees.

Section 4 - Payment Option for Employees.

An employee who has accumulated the maximum of nine hundred and sixty (960) hours of sick leave credit shall be paid at the end of each calendar year of employment with the City, one-half of the unused sick leave credit above the nine hundred and sixty (960) hours accumulation authorized above, and the remaining one-half shall be added to the nine hundred and sixty (960) hours accumulation to be used for illness only. When an employee has accumulated more than nine hundred and sixty (960) hours, the amount over the one hundred twenty (120) days shall be used first.

If an employee chooses to elect this payment option, he/she must notify Payroll between December 1 and December 15. If no notification is received, his/her entire unused sick leave will be carried forward. This payment shall be made on the second pay in January of each year at the rate as of December 1.

Section 5 - Payment Upon Retirement or Death.

An employee who dies before retirement, or retires from the City service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for his/her unused sick leave credit, at his/her current rate, at the time of death or retirement up to the maximum of nine hundred and sixty (960) hours plus (if nine hundred and sixty (960) hours) all of the unused sick leave days accumulated during the current year.

For purposes of computing final annual compensation for pension, employees who were members of this bargaining unit before July 1, 1980, shall have all of their allowable accumulated sick leave pay included in accordance with this article. Employees entering this bargaining unit on or after July 1, 1980, shall have none of their accumulated sick leave pay included unless transferring from other City employment to this bargaining unit. If an employee is transferring from another City position, said employee shall continue to have the same amount of sick leave included in final annual compensation as the employee had before. Employees laid off or bumped from this unit (unless they lose their seniority) shall

return with the same benefit as to final annual compensation as when they were laid off or bumped.

ARTICLE 19 - HEALTH INSURANCE

The Employer agrees to the following conditions regarding health insurance:

Section 1 – Health Coverage

After three (3) 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 negotiated for this contract shall become effective August 1, 2010. 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 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. In months when there are three (3) pay periods, premium contributions shall be taken only from the first two (2) of such pay periods.

Section 2 - Eligibility

An employee may elect to purchase benefits at their own cost during the first three (3) months of employment. The City provides health insurance coverage to newly hired employees once they have completed their first three (3) months of employment. At the end of the three (3) 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, deductibles, co-pays, and co-insurance up to the out of pocket maximum set for the plan, 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.

Section 3 – Health Coverage in Retirement

The City of Ann Arbor shall provide to all retiring bargaining unit members (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 Options 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 the 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 is 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.

Deferred Retirement: Employees who defer retirement are not eligible to receive health care coverage.

Retirees are required to have both Medicare Part A and Part B. The Medicare Part B premium remains the responsibility of the retiree. 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 for any reason, including voluntary or involuntary separation of employment, upon production of proof-of-loss to the City, such 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.

Section 4 – Health Coverage Cost Containment Waiver Program

Under specified conditions set forth in Appendix A, employees shall be able to waive their City health care coverage, and receive \$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.

Section 5 – Health Reimbursement Account

Effective November 15, 2006, the City shall establish a health reimbursement account on behalf of each employee with three (3) or more months of employment, and for newly hired employees will establish such an account after three (3) months of employment. The amount of City contribution to the

