CONTRACT BETWEEN THE CITY OF ANN ARBOR

AND

LOCAL 369 OF THE
INTERNATIONAL UNION OF THE
AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
AFL CIO

COMMENCING January 1, 2022
CONCLUDING December 31, 2025
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Agreement Between City of Ann Arbor and AFSCME
January 1, 2022 – December 31, 2025
THIS CONTRACT entered into on this 1st day of January 2022 between the City of Ann Arbor (hereinafter referred to as the "Employer" or "City"), and Local 369 of the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT
The general purpose of this contract is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and 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 success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives of all levels and among all employees.
ARTICLE 1: RECOGNITION

Section 1: Definition
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 the Union as the exclusive representative for the purpose of collective bargaining with 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 contract of all eligible employees of the Employer included in Appendix H, excluding all supervisory and confidential employees, as defined by the Michigan Employment Relations Commission.

a) 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.

b) The Union agrees that during the life of this contract, 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 lock-out.

Section 2: Union Membership
Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this article, each bargaining unit member covered by this agreement has the choice of whether or not to become a union member which includes paying dues, and participating in union activities including voting on whether to ratify this agreement. Financial support of the union is not a condition of employment. For those who are union members and wish to pay their dues via payroll deduction, the terms of this article shall apply. Should Public Act 348 of 2012 be legislatively or judicially repealed, this provision will be null and void and the parties agree to meet within 30 calendar days to negotiate an MOU.

Section 3: Representation

a) Representation of additional employees will be on a service unit basis only. When a majority of eligible employees in a service unit become members of the Union, as evidenced by Union payroll deduction authorizations, the terms of this contract will apply to the employees in that service unit. If employee classes are not within the Union wage schedule, wages and fringes shall be determined by negotiation at the time of Union membership.

b) Should the Employer reorganize any service unit subject to the terms of this contract, after such reorganization, the Union will continue to represent the employees in the affected service unit and the terms of this contract will continue to apply. The employees covered by this contract shall only be those in the classifications listed in the Appendix H of this contract and such other
classifications as may be assigned to the respective service unit in accordance with the provisions of this contract.

Section 4: Temporary Employees

a) The Union does not represent new probationary or temporary employees, except as provided for in this Contract. Temporary employees may be hired into bargaining unit positions for the purpose of helping cover peak work load periods, relieving staff shortages, staffing short term projects, staffing seasonal tasks and duties and providing relief for employee absences.

b) For the purposes of this contract, a temporary employee is an employee who is hired to perform bargaining unit work for a period not to exceed nine (9) consecutive months within twelve (12) consecutive months of the date the position was originally filled unless a greater period is agreed to between the City and the Union. Temporary employees shall include temporary employees and contract employees as defined by the Human Resources Policies and Procedures, Policy 5.3, subsection 5.4, dated October 1, 2007.

At the end of the nine (9) consecutive month period, the individual will not be placed in any City allocated position doing bargaining unit work for at least three (3) consecutive months, unless he/she becomes a regular employee. These nine (9) and three (3) consecutive month periods, when added together equal the twelve (12) consecutive month period referenced above. The temporary position must remain vacant for this minimum three (3) consecutive month period. If the temporary position is filled longer than nine (9) consecutive months, it shall be immediately vacated and the three (3) consecutive month break for both the individual and the position shall be extended by an amount of time equal to the period beyond the nine (9) consecutive months.

c) If a temporary employee is awarded a regular position within the bargaining unit, in accordance with Article 10, such employee shall be required to serve a full probationary period. The employee’s bargaining unit seniority will begin on the date of hire as a regular employee and he/she shall receive benefits, consistent with other relevant provisions contained within this contract.

d) Upon request, the Union shall be provided an alphabetized listing showing the hiring and release date, as well as positions occupied by temporary employees in AFSCME like positions.

e) Temporary employees shall not be used to fill those bargaining unit positions no longer occupied due to lay-off or attrition.
Section 5: Anti-Discrimination/Harassment
The City and Union are committed to providing every employee a workplace free from unlawful discrimination and harassment per under applicable state, federal and local law (City’s Non-Discrimination Ordinance, Chapter 112).

The Employer shall take steps to ensure that employment assignments and promotions are given on an equal, nondiscriminatory basis. The Employer shall take steps to ensure that management or supervision treats bargaining unit members in a fair and equitable manner.

Section 6: Payroll Deduction
During the life of this contract, and for employees who execute the official authorization for payroll deduction form, the Employer agrees to deduct a uniform amount as Union membership dues levied in accordance with the Constitution and By Laws of the Union, from the pay of each employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union.

The P.E.O.P.L.E. Checkoff: The Employer agrees to remit any deductions made pursuant to this provision promptly to P.E.O.P.L.E., (the AFSCME political action committee) together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The P.E.O.P.L.E. payroll deduction authorization must be renewed annually or the deductions will automatically cease after 12 months. Authorizations, deductions and payments will be made in accordance with the Michigan Campaign Finance Act.

The Union will indemnify and hold the Employer harmless against any and all claims or liabilities including court costs and attorney fees that arise out of the Employer’s compliance with the payroll deduction or P.E.O.P.L.E. check-off.

Section 7: Emergency Manager
An emergency manager appointed to the City under the Local Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Financial Stability and Choice Act. This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215 (7)-(9)). Should Public Act 9 of 2011 be legislatively or judicially repealed, amended or modified, this provision will be adjusted in accordance.
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 provisions of this contract including, by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the City.
ARTICLE 3: STEWARDS, CHIEF STEWARD, FULL TIME UNION OFFICIAL

Section 1: Designation
The Employer recognizes the right of the Union to designate Stewards including Alternate Stewards based on a 1:12 ratio according to the principle of proportional representation which reflects increases and decreases in the work force, but not more than one steward (including alternate steward) in work areas with less than 12 represented employees. Once the Stewards and Alternate Stewards are selected, a list of their names will be submitted to the Service Unit Manager in which they work and to the Director of Human Resources and Labor Relations for their information. Alternate Stewards will only be used in the absence of the Steward. Except as specified in Section 3(b), Stewards and Alternate Stewards must be located in the same facility as the employees they are assigned to represent. The facilities are City Hall, Wheeler Center, Waste Water Treatment Plant, Water Treatment Plant, Housing Commission (Miller St), Housing Commission (N. Ashley), Community Standards and Community Television Network (CTN). Should facilities be changed, added or modified, both parties will meet to discuss and update the change.

The Steward from the employee’s primary work area, or in his/her absence the Alternate Steward, shall be the employee’s Union Representative. If the Steward and Alternate Steward are not at work, the affected employee shall be represented by a Steward of their selection from their work location. If no steward from the work location is available, the affected employee shall be represented by the Chief Steward or Union President.

Should an employee request union representation for a meeting that is not covered under their Weingarten Rights, Human Resources and/or the acting supervisor/manager will contact the Union President or Chief Steward.

Section 2: Stewards
For scheduled events such as conferences, negotiations and training, the Union will provide seventy two (72) hour notice to Human Resources for union release time. All Stewards shall be permitted reasonable time to receive (but not solicit), investigate, present and process grievances on the premises of the City, without loss of pay or time during their normal working hours. In exercising the responsibilities under this Article, Stewards, including the Chief Steward, must first make prior arrangements with their Supervisor and receive approved release time. The Supervisor will base his/her decision on operational needs and will not unreasonably delay or deny the Steward request. Unless said time is arranged with the Supervisor, the Steward or Chief Steward may lose pay for unofficial release time.

Section 3: Chief Steward
The Employer recognizes the right of the Union to designate a Chief Steward. Once the Chief Steward is designated, his/her name shall be submitted to the Service Unit Manager in which he/she works and to Human Resources Services for their information.
a) The Chief Steward’s involvement in grievances shall begin at the second step of the grievance procedure. In accordance with Section 2, the Chief Steward must make prior arrangements with his/her supervisor and receive approved release time during regular working hours to investigate, present and process grievances at the second step.

b) In the absence of a Steward, the Steward’s inability to represent a bargaining unit employee due to appropriately defined reasons, or where the Steward is the grievant, the Chief Steward or President shall be the Union representative starting at the preliminary step of the grievance procedure.

c) The Chief Steward shall be released to process Steward Elections, which usually occur each June, during regular working hours.

d) At the request of management or supervisors, the Chief Steward shall be released to attend meetings.

Section 4: Full-Time Union Official
It is understood and agreed that in order to improve labor management relations between the Employer and the Union, the Union agrees to furnish one (1) full time Union official who shall be designated by Local 369, to obligate him/herself to care for Union Management relationships on a full time basis. While so engaged, he/she will:

• continue to accrue seniority,
• receive salary at the greater of the following:
  o his/her regular wage rate/step schedule with a one-step increase or the highest pay range (not CP), step 1
• continue with movement through the wage step schedule and continue to receive other fringe benefits from the Employer;

He/she shall also be covered by all other terms and provisions of the existing agreement between the parties and will not service Milan employees on City of Ann Arbor paid time.

The privilege of the full-time Union Official position is subject to the understanding that the official’s time will be devoted to the proper handling of the above mentioned matters and will not be abused. Any alleged abuse by either party will be a proper subject for a special conference.

The full-time Union Official will maintain a record of all time spent in Union activity with a description of the type of activity and submit those records on a monthly basis to the Director of Human Resources and Labor Relations.

While he/she is in office, the City shall make reasonable efforts to keep the employee qualified to return to their previous position.

When the full-time Union Official leaves office, he/she has thirty days to exercise his/her right to take any open position for which he/she qualify (as determined by management)
at the rate of that position with his/her current step. If a position is not available or the Union Official chooses not to take an open position, he/she can return to his/her previous position at his/her former progression level and current step. If this job change displaces another AFSCME employee, the incumbent may exercise his/her bumping rights per Article 11. The parties agree that no grievance will result from this action.

Section 5: Super-Seniority
In the event of a layoff, and notwithstanding his/her position on the seniority list, the Chief Steward of the local Union shall be continued at work at all times, provided he/she can perform any of the work available.

Stewards shall be continued at work as long as there is a job in their service unit that they can perform and they must be recalled to work to the first open job in their service unit which they can perform for that they are qualified.

Members of the Union negotiating team will not be laid off during the period of negotiations.
ARTICLE 4: SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) shall be arranged between the local Union President or his/her designee, and Employer representatives, within ten (10) regularly scheduled working days after request of either party, unless the Union and Employer mutually agree to an extension of time, subject to the following conditions:

a) Such meetings shall be attended by a maximum of four (4) Union representatives and may also be attended by representatives of the International Union.

b) 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. If both parties have subjects he/she wish to discuss, he/she shall exchange agendas. Discussions at special conferences shall be limited to subjects set forth in the agenda, unless the Union and the Employer mutually agree to include other subjects. The items listed on the agenda shall be in sufficient detail to apprise the other party of the scope of the subject to be discussed. If either party deems it necessary to have additional information relative to the agenda items, such information shall be provided at least one (1) business day prior to the conference.

c) Such special conferences shall be held during the regular 8:00 a.m. to 5:00 p.m. working hours. Employees requested to attend such conferences shall do so without loss of pay or time during the normal working hours.

d) If there is an answer forthcoming from either the Union or the Employer, it shall be given in writing within seven (7) business days of the conference.

e) Anything agreed to by the results of a special conference will be reduced to writing and signed by the Union President and the Director of Human Resources and Labor Relations or their appointed designee.
ARTICLE 5: SUPERVISOR AND BARGAINING UNIT WORK

Supervisory employees shall not be permitted to perform work within the bargaining unit, except:

a) in cases of an emergency arising out of unforeseen circumstances;

b) practical consideration such as safety practices call for a supervisor to perform such work;

c) instances which call for the supervisor’s immediate attention or training of employees, including demonstrating the proper method to accomplish the task assigned; or

d) the desired number of AFSCME employees do not respond to the call out.

Supervisors shall not perform work under this provision if it were to displace a bargaining unit employee.
ARTICLE 6: PERFORMANCE IMPROVEMENT PLANS

All employees are expected to have a satisfactory level of performance with respect to all the duties of their position. When an employee’s performance is unsatisfactory, he/she may be placed on a Performance Improvement Plan (PIP). The PIP is a plan developed by the employee and supervisor to specify the improvement in performance that is necessary and to provide a timetable for that improvement.

When an employee’s performance is unsatisfactory, he/she may be placed on a PIP.

In such cases, the employee’s Service Unit Manager and/or designated representative will prepare a written summary of the deficiencies and a performance improvement plan including specific expectations with measurable objectives that will be reviewed by the Human Resources Service Unit. The Service Unit Manager and/or designated representative will then review these documents with the employee and the Chief Steward or Union President.

The performance improvement plan will be no less than ninety (90) calendar days in time and will include at least three (3) meetings held at least every thirty (30) days to review the status of the performance improvement plan with the employee and his/her union representation.

At the end of the performance improvement plan, the Service Unit Manager will present the employee with a written summary of his/her performance under the plan, including documentation of examples of deficiencies, if available. If the employee’s performance has not improved sufficiently, as determined by his/her management and Human Resources, by the end of the performance plan period, his/her employment may be terminated. Terminations will follow Article 7, Section 3 Discipline.
ARTICLE 7: DISCIPLINE

The purpose of discipline is to correct employee behavior. The Employer agrees that it will not discipline any employee without just cause.

Section 1: Notice
When an employee is suspected of engaging in conduct that could lead to discipline, the employee will be notified by the City in writing of events giving rise to possible disciplinary action within ten (10) calendar days after the supervisor’s knowledge of the alleged offense. The notice will include a brief explanation of the facts forming the basis for the investigation, protecting confidentiality where necessary or required by City policy.

In cases where it is necessary for an immediate supervisor or designated representative to immediately relieve the employee from working, the employee will be notified of the events giving rise to possible disciplinary action and will be relieved from duty with pay, pending completion of the investigation.

Section 2: Investigations
After the notification, management will complete an investigation within ten (10) calendar days. If the investigation cannot be completed in that time, the City will notify the Union as to the status of the investigation and give an estimate as to the time needed to complete the investigation. All investigations shall be completed in a timely fashion. As part of the investigation the supervisor or designee will meet with the employee to discuss the matter and give the employee an opportunity to state their position and offer any supporting evidence. The employee shall have the right to Union Representation at this meeting.

Section 3: Discipline
If disciplinary action is taken, the discipline shall be issued at a discipline meeting within ten (10) calendar days after completion of the investigation. A meeting is not required where there are workplace safety concerns. The employee shall have the right to Union Representation at this meeting. A copy of all disciplines shall be given to the employee, the Chief Steward and the Union President.

In cases of disciplinary suspensions, the discipline must be reviewed by the Service Area Administrator or designee, Service Unit Manager or designee, Human Resources and Legal prior to issuing the discipline.

In case of discharge, the Union Representative shall be the Chief Steward or Union President or authorized designee. The employee will be provided a final hearing with the Service Area Administrator (or designee) and the Director of Human Resources and Labor Relations (or designee). The final discipline must be reviewed by the Service Area Administrator or designee, Service Unit Manager or designee, Human Resources and Legal prior to issuing the discipline.
Section 4: Progressive Discipline
The steps of progressive discipline may include one or more of the following:

1) Verbal Warnings
2) Written Warnings
3) Unpaid Suspensions
4) Terminations/Discharges

Section 5: Use of Past Record
In imposing discipline on a current charge, other than drugs/alcohol or sick time abuse, the Employer will not base the decision upon any prior infractions of applicable City-wide Policies and Procedures, service unit specific policies and procedures, rules or regulations which occurred more than twenty four (24) months previously.

In imposing discipline on a current charge for sick time abuse, the employer will not base the decision upon any previous similar disciplines related to sick time abuse which occurred more than thirty-six (36) months previously.

In imposing discipline on a current charge for drug/alcohol violations, the employer can consider any previous similar disciplines over the course of the employee’s employment with the City.

Employees hired on or after January 1, 2018 may be discharged or disciplined for falsification of the original application for employment with the City in situations where the falsification could lead to legal liability for the City.
ARTICLE 8: GRIEVANCE PROCEDURE

Section 1: Definition
The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious, and orderly adjustment of grievances.

Grievances within the meaning of this procedure shall consist of all disputes about interpretations, meaning, application or alleged violations of the terms and provisions of this contract and shall also include oral and/or written reprimands.

Grievances must include the facts forming the basis of the grievance, the articles of the agreement that have allegedly been violated, the names of the employees impacted, and a specific statement of the remedy requested. For purposes of a grievance filing, the “Purpose and Intent” section of the contract is not an article upon which a grievance can be based. A specific statement of remedy requested must include those elements of damages sought. “Make whole” is not a sufficient statement of remedy without additional information. Grievances which do not contain the required elements will be returned without answer, for additional information. The time frames for responses will not begin until a grievance is accepted as complete. If the grievance form is not returned to the union member who filed the grievance within 72 hours of receipt, it shall be considered accepted and complete.

Grievances crossing service unit lines, policy grievances, suspensions, terminations, and grievances concerning employees denied positions shall be filed at Step 2 of the grievance procedure.

Section 2: Grievance Form
The City and the Union shall agree on a grievance form. The form shall be used in filing a grievance.

Section 3: Steps
The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision.

Grievances shall be processed according to the following procedure:

a) PRELIMINARY STEP: An employee who feels he/she has been aggrieved because a provision of this contract has not been applied or interpreted properly must discuss his/her issue with his/her immediate supervisor. The employee shall have the right to have a Steward present at this initial discussion if he/she so desires. The Supervisor shall respond in writing to the Union and employee within five (5) business days.

b) FIRST STEP: Grievances must be filed within fourteen (14) calendar days after the event giving rise to the grievance. The Service Unit Manager, or his/her designee, upon receiving a grievance, shall hold a meeting within fourteen (14)
calendar days of receiving the grievance. The employee shall have the right to
attend and have his/her Steward present at this meeting and shall have the right
to meet with his/her Steward for thirty (30) minutes immediately prior to the
meeting. The Service Unit Manager or his/her designee shall make a written
response within fourteen (14) calendar days after the meeting.

c) SECOND STEP: If the employee and/or the Union are not satisfied with the
Service Unit Manager’s or designee’s response, he/she shall state the reasons on
the grievance form and submit the grievance form to Human Resources within
fourteen (14) calendar days of the Service Unit Manager’s answer. Human
Resources shall either give a written response within fourteen (14) calendar days
of receiving the grievance or hold a meeting within fourteen (14) calendar days of
receiving the grievance. If a meeting is held, the Chief Steward shall be allowed
up to two hours off with pay to investigate the nature of the grievance he/she is to
discuss with the Human Resources. Human Resources shall give a written
response within fourteen (14) calendar days of the completion of the meeting.
Human Resources’ response concerning Second Step grievance matters shall be
filed through the Union President, or through his/her designee if the Union
President is not at work, with a copy to the Chief Steward. The employee shall
have the right to attend and meet with his/her Union President and/or Chief
Steward for sixty (60) minutes prior to this meeting. Grievance meetings shall be
scheduled during the employee’s workday.

d) THIRD STEP: If an answer from Human Resources is unsatisfactory to the Union,
the grievance shall be submitted to either a mutually agreeable arbitrator or to the
American Arbitration Association, in accordance with its Voluntary Labor
Arbitration Rules. The Union will have thirty (30) calendar days to notify the City of
their intent to arbitrate from the date of the answer of the second step hearing.

Section 6: Time Limits
If no appeal is taken by the employee and/or the Union within the time limits set forth
above, the grievance shall be considered as being settled on the basis of the Employer’s
last answer. If an answer in writing is not presented to the Union representative within
the prescribed time limit, or extended by mutual agreement it shall be considered in the
Union’s favor.

Section 7: Arbitration

a) The Union will have an additional sixty (60) calendar days following notice to the
Employer of its intent to arbitrate to submit the grievance to a mutually agreeable
arbitrator or the American Arbitration Association in accordance with its Voluntary
Labor Arbitration Rules. 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.
b) The aggrieved employee shall have the right to attend the arbitration hearing as part of their normal workday and will not have to use banked time. Additional Bargaining Unit employees who serve as witnesses must have employer authorization to attend the hearing(s) and shall be allowed to use banked time from their vacation, personal or floating holiday banks to attend the hearing(s). Bargaining unit employees who receive a subpoena from the arbitrator to attend the arbitration hearing will be compensated for their attendance at their regular hourly rate.

c) The Union and City are committed to resolving disputes and both parties are open to utilizing a Mediation service prior to moving to arbitration on mutually agreed to grievances. If Mediation is utilized, arbitration deadlines shall be extended as needed to preserve timelines.

d) **Cost of Arbitration**

   If the grievance is submitted to an arbitrator by Human Resources under Step 2, the City shall pay the arbitrator’s fee. If the grievance is submitted to an arbitrator by the Union, the City and the Union shall each pay one half of the arbitrator’s fee. Unless mutually agreed by both parties, a court reporter shall be scheduled to transcribe the arbitration proceedings. Each party will pay one half the costs.

e) **Power of Arbitrator**

   The decision of the arbitrator shall be binding on both parties.

   An arbitrator shall have no power to add to, subtract from or modify any of the terms of this contract, 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. In the arbitration proceedings, the arbitrator shall not consider any Contract sections that have not been specifically alleged to have been violated during the grievance steps, unless the Union notifies the Employer of such intention fourteen (14) calendar days prior to the commencement of arbitration. Either party may then request a pre arbitration conference. A written statement will be rendered by Human Resources or his/her designee, if there is any change in the City’s previous position.
ARTICLE 9: CITY-WIDE POLICIES & PROCEDURES
AND SERVICE AREA/UNIT RULES & REGULATIONS

Management shall establish and uniformly enforce City-wide Policies and Procedures, Departmental Rules and Regulations and Service Area/Unit specific policies and procedures (for purposes of this Article, “GUIDELINES”) that do not modify or conflict with the existing Contract. Thirty (30) calendar days prior to implementation of any new Guidelines affecting the bargaining unit, the proposed Guidelines will be submitted to the Union President for review and input. These Guidelines shall be standardized wherever possible. All new Guidelines must be approved and signed by Human Resources Services.

The Employer shall be responsible for notifying bargaining unit members of any changes or additions to Guidelines via e-mail at least ten (10) calendar days prior to the actual implementation. It will be the responsibility of each Service Unit Manager to see that a copy of all Guidelines is provided to each bargaining unit member at the bargaining unit member’s request. The bargaining unit member will be given reasonable work time to review any Guidelines. A copy of the guidelines shall be readily available in each work area. The location of the Guidelines (manuals, reference documents etc.) shall be posted on the work area bulletin boards.

The Service Unit Manager or his/her designee shall be responsible for explaining the Guidelines to the employees. Should an employee not understand after the explanation, the unanswered question(s) shall be reduced to writing and submitted to Human Resources Services by the employee. A written answer will be given to the employee within seven (7) business days.
ARTICLE 10: SENIORITY

Section 1: Definition
Seniority shall be on a bargaining unit-wide basis, regardless of job classification, in accordance with the employee’s last date of hire into the bargaining unit, unless otherwise specified in this contract. In circumstances in which two or more members have the same date of hire, seniority will be determined by the date and time of application.

Section 2: Probationary Employees
New regular employees hired in the bargaining unit shall be employed on a six (6) month probationary basis. With the Union President’s written agreement, the Employer may extend the probationary period up to three (3) months due to extenuating circumstances.

While on probation, employees shall not have seniority. If an employee satisfactorily completes the probationary period, the employee’s seniority shall go back to the date of hire.

Probationary employees shall receive two written evaluations during the probationary period. The first evaluation should be given within fourteen (14) calendar days of the employee’s two-month anniversary. The second evaluation should be given within fourteen (14) calendar days of the employee’s five-month anniversary. The timelines may be extended by mutual agreement, in writing, between the employer representative and the Union President or his or her designee.

The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this contract, except employees discharged and disciplined for other than union activity. Union representation for discipline probationary employees shall not go beyond Step 1.

A probationary employee who enters the Armed Forces and meets the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), must complete his/her probationary period upon his/her return, and upon completing it, will have the time spent in the Armed Forces added to his/her seniority.

Section 3: Seniority List
The seniority list on the date of this Agreement will show the name, job title, pay range, home address and date of hire, with the most senior first, of all bargaining unit employees entitled to seniority. The Employer will keep the seniority list up-to-date at all times, and will provide the local Union with up-to-date copies upon request. Information regarding additions to and deletions from the Union shall be accessible to the Union in Human Resources Services.

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 transfers to a position with the Employer that is not included in the bargaining unit, for a time period longer than the reversion period of sixty (60) days. If he/she reverts back to his/her former position within the reversion period, the employee’s AFSCME seniority shall be maintained except that he/she shall not have accumulated bargaining unit seniority while outside the bargaining unit.

c) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

d) He/she is absent for three (3) 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 by overnight delivery to the employee at his/her last known address that he/she has been terminated and supply a copy of said notification to the Union. Discharge under this subsection is not subject to the prior notification procedure contained in Article 7, Section 1.

e) Failure to return to work when recalled from layoff, as set forth in the recall procedure, or failure to return from sick leave and leaves of absence will be treated the same as Section (d.) above. The Employer, in its sole discretion, may make exceptions. Discharge under this subsection is not subject to the prior notification procedure contained in Article 7, Section 1.

f) He/she retires in accordance with the pension ordinance.

g) He/she has been laid off and not recalled within 24 months.
ARTICLE 11: LAYOFFS AND RECALL

The Employer may lay off a regular employee when deemed necessary, by reason of shortage of work or funds, the abolition of a position, material change in the service unit organization, or for other related reasons that 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 to other bargaining unit employees. Regular bargaining unit employees will only be laid off after all non-bargaining unit employees performing AFSCME bargaining unit work in the service unit have been laid off.

Section 1: Notice of Layoff
Employees who are to be laid off will be notified at least thirty (30) calendar days before the effective date of their layoff. Employees who are being laid off as a result of being bumped by a more senior employee will be given fourteen (14) calendar day notice before the effective date of the layoff.

Section 2: Preliminary Step
Prior to issuing layoff notices, the most senior employee(s) within the service unit affected shall be offered a voluntary separation from service with the City with no recall rights. Once the offer is made by the City, the employee will have forty-eight (48) hours to decide. The City will not contest unemployment for individuals who choose this option. After signing a separation waiver, the employee shall be paid severance pay based on years worked as follows:

| Less than 5 years: | 6 weeks of regular pay |
| 5 – 9 years: | 8 weeks of regular pay |
| 10 or more years: | 10 weeks of regular pay |

Additionally, any employee who is eligible to retire and who is enrolled in the City's health plan who chooses this option will receive a one-time deposit of $500.00 in his/her HRA.

Section 3: Layoff Procedure
Layoff of employees shall be made within classification titles, within service units, on the basis of inverse order of the amount of bargaining unit seniority.

a) Placement
   i. Any employee who has received a layoff notice, will be placed by the City into a vacant bargaining unit position for which he/she is qualified if one is available. Management will determine if the employee is qualified. If the employee is determined to be not qualified, the reasoning shall be put in writing to the employee and Union President.

   ii. Any employee so placed will be placed at the level and pay at which he/she qualify. All assessments will be conducted prior to employee placement. Management will determine the progression level that an employee is qualified
for and shall put the reasoning for the progression level assignment in writing to the employee and Union President.

iii. The affected employee has the right to decline placement into a position that is more than six (6) pay ranges less than the current position. This declination must be made in writing to Human Resources. Except where the position is more than six (6) pay ranges less than the current position, refusal to take a vacant position offered will be considered a voluntary quit and the employee will not be subject to recall.

iv. The Union agrees that no grievances will arise from the placement. However, the Union has the right to file a grievance based on denial of placement into a particular position and the progression level assigned to the employee.

v. Employees will retain recall rights to their former position for up to twenty-four (24) months.

b) Layoff Options
   If there is no position into which the employee can be placed, the employee shall be provided the following three (3) options. The employee must select one option and notify the Director of Human Resources and Labor Relations within ten (10) calendar days after receiving the layoff notice:

i. Take a voluntary layoff from employment with recall rights. The City will not contest the employee’s unemployment claim.

ii. Be placed in a “displaced employee” pool for a period not more than six (6) months. Employees in this pool will retain their wages for the six (6) month time period and will be assigned any work for which he/she are qualified within the City. Should a regular AFSCME position for which the employee is qualified become available during the six (6) month period, the City shall have the right to place the employee into that position. That position will then become the employee’s regular work assignment and he/she will receive wages based on the classification into which he/she has been placed and the level at which he/she qualifies. All assessments will be conducted prior to employee placement. The Union agrees that it will not file grievances based on this placement. However, the Union has the right to file a grievance based on the progression level assigned to the employee. If placed in a position under this procedure, the employee shall have recall rights as outlined in Section 6 of this article. Should no open positions become available within the six (6) month period referenced above; the employee will be laid off from the City and have recall rights as specified in Section 6 of this Article.
iii. Utilize bumping rights as follows:

1) **Within Classification**: Bump to an equal or lower progression level within the classification title across the City in which the employee is serving as long as the employee has more bargaining unit seniority than the employee that he/she is bumping. The employee shall enter the job progression at the level at which he/she is qualified. The employee bumped will then be removed from the position.

2) **Within Service Unit**: If an employee does not have any rights under paragraph 1 above, the employee shall have the right to bump another bargaining unit employee with lesser seniority in the same service unit he/she is presently in, if the employee being bumped has a pay range which is not greater than that of the bumping employee. The bumping employee must also meet the minimum qualifications for the position into which he/she is bumping, and must be able to obtain the remaining qualifications for the position in the time typically prescribed. Minimum qualifications are those specified for Level 1. In progressions which do not have a Level 1, the minimum qualifications are those specified for the lowest level of the progression. The decision as to whether the employee is so qualified shall be made at the sole discretion of the Employer. The employee shall enter the job progression (as defined above) at the level at which he/she is qualified. If the employee does so bump, the bumped employee will then be removed from the position.

3) **Within Service Area**: If an employee does not have any rights under subparagraphs 1 – 2 above, the employee shall have the right to bump into any classification title within his/her service area if he/she has more bargaining unit seniority than another bargaining unit employee in that classification title and if the employee requesting to bump meets the minimum level of qualifications for that progression (as defined above) or classification title and can obtain the remaining qualifications for that progression within the time typically prescribed. The decision as to whether the employee is so qualified shall be made at the sole discretion of the Employer. The employee shall enter the job progression at the level at which he/she is qualified, as determined solely by management. If the employee does so bump, the bumped employee will then be removed from the position. If there is more than one classification title into which the employee is qualified to bump, the City will attempt to place the employee in the position which has a pay range closest to the one from which the employee is being laid off, but not higher. The City will determine the classification title into which the employee will be allowed to bump.

4) **Across the City**: If an employee does not have any rights under 1 through 3 above, the employee shall have the right to bump into any other classification title covered by this contract, if he/she has more bargaining unit seniority than the employee in that classification title, and if the employee requesting to bump meets the minimum qualification for the progression (as defined above) or
classification title and can meet the other qualifications within the time typically prescribed. The decision as to whether the employee is so qualified shall be made within the sole discretion of the Employer. The employee shall enter the job progression at the level at which he/she is qualified. If the employee chooses to bump, the bumped employee will then be removed from the position. If there is more than one classification title into which the employee can bump, the City will attempt to place the employee in a position which has the pay range closest to, but not higher than the one from which the employee is being laid off.

5) The procedure set forth in Section 2, paragraphs a through d above shall be available for use by an employee who is bumped as a result of the application of the above procedure.

Section 4: Contracting Out
No work will be contracted out by the City when it can be performed by employees of the bargaining unit, if such contract would cause a layoff.

In the event contracting occurs, employees whose positions are impacted by the contracting out of the City services will have six (6) months to bid on other City positions, after which the City shall have the right to place the remaining displaced employees in any posted bargaining unit position which remains vacant after completion of the bidding process and for which he/she are qualified, or if none, in any interim bargaining unit assignment which will not pay less than the job from which he/she were displaced. This provision will apply to employees who are currently impacted by the contracting out of City services.

Section 5: Accruals during Layoff Status
While an employee is on layoff status, he/she shall not accrue vacation, personal leave, sick, or longevity increases.

Any employee laid off from City employment will be offered the opportunity to receive a cash out payment for banked vacation, personal or compensatory time at the time of the layoff. If the employee chooses not to take an immediate payout, his/her banks will be retained by the City for up to six (6) months and will be made available to the employee if he or she is recalled to work within that six (6) month period. If the employee is not recalled within six (6) months, the payout of the accrued vacation, personal or compensatory time will be made at that time. The City will maintain a laid off employee’s sick bank during the entire period of layoff. If the employee is recalled from layoff, his/her sick leave bank will be restored.

Section 6: Recall Procedure
Laid off employees' recall rights will last twenty four (24) months from the date of the layoff. Employees who have chosen option 3 in Section 3 of this Article will not have recall rights. Laid off employees with recall rights shall be recalled to work when any of the following circumstances occur:
a) The affected employee’s job is restored;

b) There are open bargaining unit positions within the City for which the employee qualifies. The decision as to whether the employee is qualified shall be made at the sole discretion of the Employer.

Within ten (10) calendar days of any circumstances in a or b above, the employer shall notify the laid off employee to return to work. If more than one employee is eligible for recall, bargaining unit seniority will determine the order of recall.

Notification shall be made by overnight mail service to the Employee’s last known address and a copy of the notification provided to the Union. The employee must respond within ten (10) days of the receipt of the recall notification or he/she shall be considered to have voluntarily quit their employment. Exceptions may be made if the recalled employee is physically unable to return to work at the time of the notification. In such cases, medical documentation of the condition and an anticipated return to work date will be required.
ARTICLE 12: PROMOTIONS AND TRANSFERS

Section 1: Job Descriptions
Employer retains the right to create new positions, reclassify positions, and make changes or modifications to job descriptions. Employer will notify the Union President of any new positions, reclassifications, changes or modifications to job descriptions. The Union President will have 14 calendar days to review and provide input.

Section 2: Progression Documents
Employer agrees to develop progressions for all positions without a current progression. Employees with newly-created progressions will comply with the newest or most recent transition rules or transition rule that pertains to a specific progression. Employees who previously opted out of the progression system will not have additional progressions created.

The progressions, transition rules and other progression-related documents for the employee classifications covered by this collective bargaining agreement are made, by this reference, part of this collective bargaining agreement. Employer will notify the Union President of any new progressions, reclassifications, changes or modifications to progressions and related documents. The Union President shall review all progression related documents and either sign them indicating approval or reject them within ninety (90) calendar days of receipt from the Employer. The Union President shall approve all progression-related documents prior to implementation and any changes in compensation as a result of a new or modified progression shall not go into effect until the Union President signs such documents, provided that they have given an approval or rejection to the Employer within the timeline indicated above. If the Union President has not met the review timeline, then the progression documents become effective on the 91st calendar day after the Employer has provided them to the Union President.

Section 3: Newly Created or Vacant Regular Bargaining Unit Positions
All newly created or regular vacant bargaining unit positions shall be emailed to all active AFSCME members and may be posted in a conspicuous place in each work area at least seven (7) calendar days prior to filling the position. The posting shall set forth the classification, progression level, pay, minimum qualifications for the level posted, job requirements and the service area in which the vacancy exists. Interested employees shall apply within the seven (7)-calendar day posting period.

The newly created or vacant position shall be offered first to the members within the bargaining unit who apply with the seven (7) calendar day posting period.

The most senior employee who meets the following minimum qualifications shall be awarded the position and shall enter the position at the level indicated on the job posting.

a) Successful assessment based on the progression checklist for the level posted. Interviews may also be given.
b) Satisfactory work record, as reflected in the employee’s personnel file, per Article 30.

Should the most senior qualified employee choose not to accept the position then the next senior qualified employee, as defined above, shall be awarded the position. If there are no bargaining unit employees who meet the requirements outlined in the current job posting, the job should be filled as determined by the City.

Section 4: Denial of Position
Upon request, the City shall put into writing to the employee the reasons an employee was denied a position, within two (2) weeks of the request. If the employee disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure starting at the second step.

Section 5: Trial and Training Period
The purpose of the trial and training period is to provide an opportunity for the Employer and employee to determine whether the employee has the ability, skills, and other attributes to be successful in the position to which he/she has been promoted or transferred.

Employees will receive two written evaluations during their trial and training period. The first written evaluation will be given in the third week of the trial and training period. The second written evaluation will be given in the sixth week of the trial and training period.

Employees who promote or transfer to positions within the AFSCME unit may decline the promotion or transfer for any reason during the sixty (60) day trial and training period. The employee may also be removed by management during the sixty (60) day trial and training period when the employee demonstrates that he/she does not have the ability, skills, or other attributes to satisfactorily perform in the position. Should management determine that an employee does not have the ability, skills or other attributes to satisfactorily perform in the position, a meeting shall take place with the employee, Union President or designee, and Human Resources.

In the event a newly promoted or transferred employee is removed or declines the promotion or transfer during the sixty (60) day trial and training period, he/she shall be returned to his/her former position.

Section 6: Transfer outside Bargaining Unit
If an employee transfers to a position under the Employer not included in the bargaining unit, then during the sixty (60) calendar day reversion period, the employee shall be entitled to revert back to his/her former position, if the position remains open. The employee’s AFSCME seniority shall be maintained except that he/she shall not have accumulated bargaining unit seniority while outside the bargaining unit.
ARTICLE 13: TEMPORARY ASSIGNMENTS

Section 1: Filling Vacancies (AFSCME to AFSCME)
Temporary assignments for the purpose of filling temporary vacancies within AFSCME will be granted to the senior qualified employee who desires to change job classifications for such job. The rate of pay for the temporary assignment shall be at the employee's current rate (if the temporary assignment is at a lower or equivalent pay range) or at least a 2% pay increase (if the temporary assignment is at a higher pay range). Such assignments shall not exceed six (6) months unless mutually agreed in writing by the employee, the Union and the City.

Section 2: Temporary Supervisor Assignments
An AFSCME employee may be chosen to fill in for the supervisor at the discretion of management and with the agreement of the employee. Such assignments shall be made in the sole discretion of the Service Unit Manager with consideration for progression level, ability, interest, experience, and seniority. In no instance shall such an assignment exceed one hundred-twenty (120) calendar days except by written agreement of all parties. Any discipline of the AFSCME employee serving in the temporary assignment shall be in accordance with the AFSCME contract during the assignment. Individual MOU’s shall govern the compensation for employees filling in for a supervisor.

Section 3: High Needs
Employees in all Service Units may be assigned temporarily to high-need situations such as, but not limited to, street snow removal, flooding, civil defense emergencies or major disasters. High need situations are those circumstances inclusive of emergency or urgent situation where a service unit is not able to handle the service requirement that arises with the currently scheduled workforce and/or equipment without assistance from another service unit(s). Such assignments shall not be considered a promotion or reclassification and when so assigned, employees shall receive their regular wages for the hours worked. Assignments made under this section shall not be construed as setting a precedent for any other crossover assignments.

Upon designation by the City Administrator or Service Area Administrator and notification to the Union President that a high need situation exists, the impacted service units may institute special schedules including, but not limited to, twelve (12) hour shifts. All impacted operations shall function in accordance with special management procedures and schedules to meet the special service requirements.

In high needs situations, employees are required to respond to calls to work and work the schedules set by management. Discretionary leave time during these high need situations shall not be granted (i.e. vacation/comp/personal) before an individual employee begins, or during his/her first shift. Exceptions may be made with management approval for transitional purposes for the first and last days of the change to an extended shift. For example, when an employee ends his/her shift within four hours of his/her regular work shift, he/she may use leave time (other than sick) to go home and rest before his/her regular work shift begins again.
Employees working in a high need situation outside their work area will not have hours worked added to the equalization list in their respective work area.

a) An employee transferred on a temporary basis to a classification in a lower pay range shall have his/her hourly rate maintained.

b) An employee who is transferred on a temporary basis to a classification in a higher range shall be paid at the higher range at a rate which represents at least a one (1) step increase in pay.
ARTICLE 14: WORK SCHEDULE

Section 1: Scheduling Work
Scheduling work is a management right. Management also has the right to allow employees to trade work schedules if within the same week and if it does not create operating problems. Management may also revise work schedules (including flex time) to meet operational needs, but not to specifically avoid paying overtime. Management will give employees seventy-two (72) hour notice of a change in work schedule whenever possible. When the need for change is unforeseen, an employee will receive twenty-four (24) hour notice of a change in work schedule.

Section 2: Maximum Hours
Employees will be limited to sixteen (16) hours of work with an eight (8) hour break. CDL drivers shall be limited to twelve (12) hours of driving in a twenty-four (24) hour period.

Section 3: Work Week
The normal work week shall consist of forty (40) hours. The allocation of hours per day and days per week will be determined by the Employer. Normal work days shall be at least eight (8) consecutive hours in duration and shall be scheduled consecutively, unless another arrangement is agreed upon by the affected employee(s) and the Service Unit Manager or his/her designate.

Section 4: Shift Preference
Except in cases of emergency, there shall be at least eight (8) hours between scheduled shifts.

a) Vacant Positions: Shift preference for vacant positions in a unit will be granted on the basis of seniority within the classification in the unit. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which the written request was made. Another procedure shall be utilized if mutually agreed upon by the employees in the work area, or if there is no designated work area, then between employees in the Service Unit and the Service Unit Manager.

b) 24 Hour/7 Days/Week Operations: In cases of a twenty-four (24) hour, seven (7) days a week operation, there shall be either a rotating schedule, rotating all employees on an equal basis, or a straight shift schedule.

c) Probation Period: During an employee’s probation period, he/she may, at the Employer’s option, be retained on days and revert to the shift his/her seniority merits, only upon satisfactory completion of his/her probationary period.

Section 5: Daylight Savings Time
Employees who work on the day in which daylight savings time either starts or ends shall receive actual pay for the number of hours actually worked. If the “spring forward” daylight savings time change causes employees to actually work one less hour than a regular
shift, employees may choose to work the additional hour or utilize one hour of vacation or comp time.

Section 6: Rest Periods/ Breaks
All employees working an eight (8) hour shift shall be entitled to two (2) rest periods or breaks for fifteen (15) minutes each per shift, excluding a lunch period. If an employee is working overtime, he/she shall be allowed a rest period or break after each two (2) hour period, and at the end of four (4) hours, a lunch period shall be allowed.

Each work area may develop its’ own schedule of rest periods/breaks if pre-approved by Human Resources Services and the Union President in writing.
ARTICLE 15: OVERTIME

Time and one-half shall be paid for time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of 12:01am (midnight) of the day worked.

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.

Overtime shall be at the rate of time and one half. Scheduled days off shall not be changed to avoid paying overtime.

No temporary employee shall be considered for overtime until all qualified AFSCME employees within the job classification of need and who have signed the volunteer list, are offered the overtime first.

Section 1: Types of Overtime

a) Call-Out Overtime: is defined as an event that occurs outside of a work area’s normal operating hours and, in management’s determination, necessitates the return of employees to handle the event. In those work areas or service units that operate twenty-four (24) hours per day/seven (7) days per week, a call out shall be an event that requires more personnel than are scheduled.

Employees are required to respond to snow events on short notice. Employees who volunteer or are assigned to work outside of their normal shift for snow response shall be released for a minimum of 8 hours of rest before they are required to report back to work. The employee shall suffer no loss of straight time normally earned during such period. Employees sent home a minimum of 3 hours before the end of their normal shift will forfeit call out pay when they return.

b) Scheduled Overtime: is defined as overtime which is known at least 48 hours in advance and not an emergency.

Notification of scheduled overtime should be given to employees as far in advance of the time as possible, but no later than twenty-four (24) hours in advance when possible. Whenever it is determined that an overtime need exists, management shall post scheduled overtime to the job classification within the work area indicating the date and starting time of the scheduled overtime. All employees electing to work the scheduled overtime shall sign the offering sheet. The employee on the offering sheet with the least amount of overtime credit shall be offered the overtime. If two or more employees have the same amount of hours, the most senior employee shall be offered the overtime.
c) **Work Continuance**: occurs when an AFSCME employee continues working past his/her normal shift to complete his/her day’s assignment. In these cases, the employee shall be paid at the overtime rate. The actual hours worked will be charged to the individual on the overtime equalization list. If the employee is unable to do work continuance, the overtime equalization list will be used to assign the overtime.

**Section 2: Overtime Process**

a) **Volunteer Lists**: Whenever it is determined that an overtime need exists that exceeds the job classification within the work area labor pool, management may exercise the option to cross work area or job classification lines to secure volunteers to work overtime as needed to complete the project. This section addresses normal operational situations other than high need situations as defined in Article 13.

In connection with this Article, if the service unit is not divided into work areas, “work area will mean “service unit.”

The Employer may maintain listings of other qualified employees from other work areas within the service unit who may volunteer to work scheduled or call out overtime assignments for normal operational needs. If volunteer lists are used, overtime will be offered to all qualified AFSCME members in the following order:

1. Work Area (ie: Streets, Forestry, Solid Waste) of Need
2. Job Classification of Need
3. Service Unit of Need
4. Service Area of Need

A list of qualified individuals volunteering to work will be compiled by the Employer.

b) **Equalization of Overtime**

This section shall not apply when an individual is in a volunteer status and/or working in a high need situation such as snow removal, flooding, or civil defense emergencies.

Scheduled overtime and call-out overtime shall be subject to an overtime equalization procedure and an overtime equalization list shall be created. The general purpose of equalization of overtime is to equally distribute the opportunity for overtime among all eligible AFSCME employees by shift, then by work area, then by job classification, then by Service Unit, then by Service Area, whichever is applicable. Each work area may develop its’ own method of overtime equalization if pre-approved by Human Resources Services and the Union President in writing. The overtime equalization list shall be posted in the work area location.

i. A list of cumulative overtime hours shall be posted in conspicuous areas and updated at least bi-weekly. The list shall show overtime hours credited and worked and shall run continuously and be revised annually by assigning zero
(0) hours for all employees on the list beginning on January 1 of each calendar year. Overtime shall be equalized on the basis of seniority for the first two (2) weeks after the list is revised annually. If employees who are on the list have an equal number of hours, then seniority shall determine the order. New employees and employees changing classifications shall be placed on the overtime equalization list with a number of hours equal to the highest number of credited hours on the list.

ii. Call-out overtime will be offered to the employee with the least amount of overtime credit. If all employees decline the offer of overtime, management may then designate the overtime to the employee with the least amount of "worked" overtime, as opposed to "credited" overtime. Each work area or service unit may develop its own call-out system if pre-approved by Human Resources Services and the Union President in writing. Call-out overtime payment shall be a minimum two (2) hour overtime payment plus hours worked. This section does not apply in those situations where employees are called in to start their shift earlier than regularly scheduled.

iii. If volunteer lists are used for scheduled overtime, it will be offered as described in Section 2 above, by the posting indicating the date and starting time of such scheduled overtime. All employees electing to work the scheduled overtime shall sign the offering sheet. The employee on the offering sheet with the least amount of overtime credit shall be offered the overtime. If two or more employees have the same amount of hours, the most senior employee shall be offered the overtime.

iv. When an employee is called for overtime and the employee either declines the offer, is not home, there’s no answer, or the supervisor is otherwise unable to contact the employee, such employee shall be credited with the hours actually worked by those assigned. No overtime shall be credited when an employee is on official leave such as vacation, personal leave, sick leave, leave of absence, or worker’s compensation.

v. When an employee is on approved leave, overtime assignment and recording for equalization purposes is suspended for the actual time the employee is off from four (4) hours before the beginning until four (4) hours after the return from that approved leave. No employee on approved leave will be considered eligible (nor required) to work overtime during this period, unless a sufficient number of employees cannot be secured to perform the necessary work (or a high need situation exists and has been declared). The employee who is off on approved leave may be contacted for overtime to see if he/she is able and/or willing to work. In the event of upcoming scheduled overtime that becomes known to the employee on leave that he/she desires to work, he/she may volunteer for any open unassigned scheduled overtime slots. The Employer is under no obligation to inform the employee who is on approved leave of the upcoming scheduled overtime or to hold a space (slot) open for that employee.
c) If either a) or b) above do not meet the overtime need, then overtime will be offered to qualified temporary employees within the work area of need. If more employees are still needed, employees in the job classification within the work area of need will be forced in by inverse seniority.

Section 3: Compensatory Time

All employees, except those in exempt positions shall receive overtime pay at the rate of time and one half their regular rate. Compensatory time off may be granted in lieu of overtime pay, if requested by the employee and approved by the Service Unit Manager or his/her designee. If an employee requests use of compensatory time, he/she shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations. At no time shall an employee accumulate more than 40 hours comp time.

Employees in exempt classifications are not normally eligible to receive overtime in the form of overtime pay, but may be granted compensatory time off at straight time when conditions permit. Overtime pay is available with the approval of the Service Area Administrator, if the work is of an emergency nature. Upon termination, retirement or death, all compensatory time accumulated will be paid in full at the wage rate in effect at such termination, retirement or death.

Compensatory time cannot be transferred from one employee to another employee. Any compensable day shall be considered a day worked for the purpose of computing benefits under this contract.
ARTICLE 16: PAY

Section 1: Payment of Back 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 from reasonable knowledge of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure. If successful in the grievance, the Employer will reimburse the employee for the earnings he/she lost through failure to give him/her such work.

Section 2: Computation of Back Wages
No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the applicable rate.

Section 3: Pay Checks
The Employer endorses the principle that employee’s paychecks are to be handled with appropriate discretion and that deductions are not to be unnecessarily divulged to other employees.

The City is granted the right to withhold wage overpayments from an individual employee’s subsequent pay. The amount to be deducted per paycheck is limited to the amount of the overpayment per paycheck. In cases where the amount to be deducted would cause an undue hardship, another mutually agreeable arrangement may be made.

The Employer shall have the right to mandate direct deposit of funds and discontinue use of paper pay checks and pay advices.
ARTICLE 17: COMPENSATION

Section 1: Wages
Across the board wage increases for employees active on the effective date of the increase, will be implemented as follows:

<table>
<thead>
<tr>
<th>% Increase</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.25%</td>
<td>Adoption of Contract</td>
</tr>
<tr>
<td>2.25%</td>
<td>January 1, 2023</td>
</tr>
<tr>
<td>2.25%</td>
<td>January 1, 2024</td>
</tr>
<tr>
<td>0% $1,250 non-COLA lump sum</td>
<td>January 1, 2025</td>
</tr>
</tbody>
</table>

Section 2: Step Increases and Progressions
An employee’s step increase date does NOT change:
   a) Certification pay, transfers (i.e., same job title but different service unit)

An employee’s step increase date does change:
   a) Union progressions, promotion- lower level position to a higher-level position in AFSCME

If the hire/promotion occurs anytime between October 1 and March 31 the employee’s step increase date will be moved to January of the following year.

If the hire/promotion occurs anytime between April 1 and September 30 the employee’s step increase date will be moved to July of the following year.

Progression increases will be effective the start of the pay period following the successful assessment.
ARTICLE 18: LONGEVITY PAYMENTS

Employees covered under this Agreement will receive longevity payments according to the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Employment</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 5 years</td>
<td>$300</td>
</tr>
<tr>
<td>After 10 years</td>
<td>$600</td>
</tr>
<tr>
<td>After 15 years</td>
<td>$900</td>
</tr>
<tr>
<td>After 20 years</td>
<td>$1,200</td>
</tr>
<tr>
<td>After 25 years</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Longevity payments will be paid to the employee in the month following the employee’s anniversary date. If an employee leaves before their anniversary date for any reason other than retirement, he/she shall not be eligible for longevity pay. If an employee leaves before his/her anniversary date due to retirement, his or her longevity pay shall be prorated based on actual anniversary date.

The payment for longevity will be subject to deductions for taxes and pension.
ARTICLE 19: TRAINING AND EDUCATION

Section 1: Training
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 mandatory progression requirements, seniority, interest and qualifications. During a training assignment, the employee being trained will always be supervised by a qualified employee. Under such supervision, the employee being trained will continue to receive his/her current rate of pay. If the trainee is being trained for a classification higher than the classification of the “trainer”, the “trainer” employee providing the training shall be compensated at the higher classification with his/her current step for the actual time spent training.

The City will pay in advance (where possible) for the courses, training and exams which the City requires the employee to obtain/maintain for his/her mandatory and optional progression levels.

It is the responsibility of employees to be proactive in requesting required training and education. It is the responsibility of management to remove institutional barriers to an employee’s progression and provide access to training and education for progressions. If an employee believes that a barrier exists, it is his/her responsibility to notify management in a timely fashion. Employees must provide training requests in writing to the Employer, and the Employer must provide an approval or denial of the training request in writing as well. If the training request is denied, the Employer must provide a reason as to why.

Time spent traveling to and from training will be compensated according to FLSA rules.

Section 2: Educational Reimbursement
The Employer shall provide to employees the opportunity to take courses at an accredited college or university or community college. Tuition reimbursement benefits are governed by current City Human Resources Policy 4.12. For the term of this contract, education reimbursement maximum shall be $5,000 per fiscal year.
ARTICLE 20: LEAVES OF ABSENCE

Section 1: Medical Related Leaves
All medical leaves are concurrent with FMLA when applicable under the regulations, as determined by management. While on FMLA, an employee must utilize sick leave banks, but can retain up to 40 hours. Once sick leave is exhausted (down to 40 hours), the employee must use other banked time (vacation, comp or personal) until time is exhausted or FMLA is exhausted, whichever comes first. The employee may choose from which bank the time comes and may reserve up to 40 hours in each bank.

Once FMLA is exhausted, if an employee continues on a medical leave or a child birth/adoption leave, the employee can request to be paid out of any remaining banks (however, sick banks may only be used if there is supporting medical documentation of illness), or may choose to be unpaid. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and employee will not accrue pension time or paid time off during the period when unpaid.

a) Family Medical Leave: An employee who, because of a serious health condition which makes the employee unable to perform his or her duties (other than illness or accident compensable under the Michigan Worker’s Compensation laws), or who has an immediate family member (spouse, parent or children of the employee) with a serious health condition, or for the birth of a child, or the placement of a child for adoption or foster care, may be granted a leave of absence in accordance with the FMLA. The employee will provide the required documentation and medical certification to the Benefits Team Representative. Employees will continue to accrue paid time off while on FMLA leave as long as he/she are being paid.

b) Child Birth / Adoption: Leave will be granted for up to 6 calendar months if requested. Employee will accrue seniority during the child birth/adoption leave. Employees will have the option of utilizing 12 weeks of paid parental leave in accordance with Human Resources Policy and Procedure 4.16. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee must use available sick time while on child birth leave, while she is considered medically disabled (generally 6-8 weeks). Vacation, compensatory, and personal leave time must also be used at the employee's election, if sick time is not appropriate or available. Total time to be allowed including FMLA and use of accrued banked time shall not exceed six (6) months.

c) Non-FMLA Medical Leave & Absence: A medical leave may be granted for up to two years, if approved by the Benefits team (two years including any available FMLA). The Employer may request additional medical certification at any time during said leave to substantiate the necessity for continued leave. During the course of the leave, the employee will continue to accrue paid time off as long as he/she is receiving pay.
When an employee knows in advance that a leave of absence under this section will be requested, the employee is required to submit such requests no later than thirty (30) days prior to the leave of absence.

d) Return from Medical Leave: Prior to returning to work from any medical leave, it is the employee’s responsibility to contact the Benefits Team as soon as possible prior to the planned return to work date. Failure to promptly contact the Benefits Team may delay the employee’s return to work. No employee may return to work from a medical leave without authorization from the Benefits Team.

Employees shall be returned to their previous position if the medical leave of absence is or was four months in length or less. If the medical leave of absence was greater than four months, the employee shall return to his/her previous position if there is a vacancy. If a vacancy does not exist, the employee shall be placed in any vacant position in the same classification. If no vacant position in the same classification is open, the employee shall be placed in the next available position for which the employee has the qualifications, as determined by management, and the required seniority. In this circumstance, the regular bidding procedure will be bypassed and the placement will not be subject to the grievance procedure.

Upon return to work from a medical leave of absence, the employee will be updated within seven calendar days on any procedural or policy changes that took place in his/her absence.

e. Employer shall have the right to place an Employee on a paid administrative leave pending the results of an Independent Medical Examination.

Section 2: Non-Medical Leaves
Management must approve non-medical leaves. Management is also responsible for notifying the Benefits team for coordination of benefits issues. While an employee is on a non-medical leave, he/she may utilize compensatory time, vacation time or personal time, if approved. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and employee will not accrue pension time or paid time off during the period when unpaid.

a) Personal Leave

i. The Service Unit Manager may grant an unpaid leave of absence for personal reasons of fifteen (15) calendar days or less without pay and without loss of seniority to an employee who has completed his/her probationary period.

ii. The employee’s Service Unit Manager, or designee, in consultation with the City Administrator, may authorize an unpaid personal leave of absence of up to six calendar months in any one calendar year, for the following purposes:
   • Attendance at college, university, or business school for the purpose
of training in a subject related to work of the employee, and which will benefit the employee and the City.

- 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, or for other reasons which are beneficial to the City.

The employee may use vacation, personal and compensatory time accruals while on personal leave. While employee is being paid, the employee will continue to accrue time and receive benefits. When accrued time is exhausted, pay and benefits will cease and the employee will be eligible to purchase health care benefits at the COBRA rate in effect.

Employee’s return to work will be handled in the same way as a return from extended medical leave under Section 1, subsection D above.

b) **Union Leave:** Members of the Union elected to attend a function of the union, such as conventions, educational conferences, or other training seminars, shall be allowed up to a combined maximum of 20 days of per calendar year with pay, and an additional combined maximum of 20 days off per calendar year without pay, to attend such functions. Stewards’ training classes are excluded from these totals. All time off to attend functions under this provision must be expressly approved at least 7 calendar days in advance by the Director of Human Resources.

c) **Funeral Leave:**
Employees shall receive the benefits detailed in Human Resources Policy and Procedures 4.10, Funeral Leave.

d) **Public Position:** A regular employee who has completed his/her probationary period and who has been elected or appointed to a public position outside of AFSCME Local 369, will be granted a leave of absence without pay for a period of two (2) years or less. If the election or appointment is to Ann Arbor City Council, the employee would resign his/her position with the City of Ann Arbor. He/she will maintain benefits and accruals while vacation, personal or compensatory time is being used. When accrued time is exhausted, employee will be able to purchase health care benefits at the COBRA rate in effect. Employee’s return to work will be handled in the same way as a return from extended medical leave under Section 1, subsection D above.

e) **Personal Days:** Employees may take up to 32 hours personal leave in any July 1 through June 30 period. Request for such personal leave must be made at least 24 hours before the time requested. Personal leave may be taken in 1 hour increments. Granting of this leave is subject to the operational requirements of the department but will be granted within two days of the date originally requested. Any unused personal leave time remaining upon completion of the employee’s last scheduled workday in the fiscal year shall be lost.
New employees shall accrue eight hours personal leave in each quarter of the first fiscal year of their employment. The four quarters will be July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. New employees will be allowed to take their personal leave hours at any time in the period in which it is earned or at any time during the fiscal year, through June 30. 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.

f) **Military Leave:** Leaves of absence shall be granted to employees who are active in the National Guard 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 upon due to temporary civil disturbances. Such leave and return to work after leave shall be consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) (See Human Rights Policy and Procedure 4.8 for details regarding process).

g) **Jury Duty:** 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 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 the 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.

In order to receive the payment above, an employee must give the Employer notice as soon as possible that he/she has been notified of a requirement 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. The employee must also provide documentation regarding the amount of jury pay received for each day of jury duty.

An employee working on opposite shift to the jury schedule shall serve jury duty in lieu of the regular work schedule for the duration of jury duty with respect to this provision.

h) **Return from Non-Medical Leave:** Prior to returning to work from any non-medical leave, the employee must contact his/her supervisor and arrange a return to work date. In circumstances in which an employee is returned to a position, he/she shall receive the rate of pay for that position at the employee’s current step.

Upon return to work, the employee will be updated within seven calendar days on any procedural or policy changes that took place in his/her absence.
ARTICLE 21: HOLIDAYS

Section 1: Definition
All regular employees of the City shall receive their regular compensation for the following holidays during which the public offices of the City are closed.

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Veteran's Day
- Indigenous People's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- Floating Holiday

However, no compensation for holidays will be paid to any employee who fails to report to work on the regularly scheduled work day immediately preceding and following the below listed holidays, unless the employee is on approved vacation leave, sick leave, personal leave day or compensatory leave day. If an employee is scheduled and not excused from work on a holiday, and fails to work for reasons other than approved leave, he/she shall receive no pay for the holiday.

Section 2: Monday – Friday Operations
If a holiday falls on Saturday, the Friday preceding shall be the holiday. If the holiday falls on a Sunday, the Monday following shall be the holiday.

Section 3: 24-Hour and/or 7-Day Operations
If a holiday should fall on an employee’s normally scheduled day off, the holiday shall be celebrated on the day before or after the normally scheduled days off, as determined by the City.

Section 4: Floating Holiday
Employees are allowed one (1) day off per calendar year as a floating holiday. The employee must obtain supervisor approval for the requested day prior to taking a floating holiday.

Section 5: Easter
Employees whose regularly scheduled workday falls on Easter Sunday shall be compensated at a rate of time and one half times their hourly rate.
ARTICLE 22: VACATION LEAVE

Section 1: Definition
All employees of this bargaining unit as of the anniversary date of their employment by the Employer shall be eligible for vacation with pay according to the following schedule:

<table>
<thead>
<tr>
<th>Anniversary Date</th>
<th>Accrual Amount per Pay Period (Hours)</th>
<th>Maximum Number of Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date (Anniversary Date)</td>
<td>4.62</td>
<td>240.24</td>
</tr>
<tr>
<td>5th Anniversary</td>
<td>5.54</td>
<td>288.08</td>
</tr>
<tr>
<td>10th Anniversary</td>
<td>6.16</td>
<td>320.32</td>
</tr>
<tr>
<td>15th Anniversary</td>
<td>6.77</td>
<td>352.04</td>
</tr>
<tr>
<td>20th Anniversary</td>
<td>7.7</td>
<td>400.40</td>
</tr>
</tbody>
</table>

These amounts will become effective during the pay period following the anniversary date.

In no case shall an employee be allowed to carry over at the end of any calendar year, more than twice the amount of annual vacation to which he/she is entitled (see table above). If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled, as of December 31 of any given year, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss.

Regular part time employees shall receive vacation on this basis prorated according to actual time worked.

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

Section 2: Scheduling
Vacations will be granted in whole week periods prior to partial day requests during the vacation granting period from December 1 through December 15. In work areas where only one employee is allowed off at any given time, vacations shall be granted one vacation period at a time and in whole week vacation periods prior to partial day requests during the vacation granted period from December 1st – December 15th.

The Supervisor shall keep records of vacation leave and shall schedule vacation leaves in order of seniority. December 1 through December 15 of each year, senior employees shall be given preference in the selection of vacation periods to be taken during the following calendar year. In work areas where employees bid for their schedules for the following calendar year, the bidding shall be completed by November 30 where possible. If not possible, management, the affected employees and the Union President shall mutually agree upon an extension of the timeframes. Responses to such requests shall be made within two (2) weeks following December 15. Requests made prior to December 1 shall not be considered until after December 15. After December 15, vacation shall be approved on a first come, first serve basis, as follows:
a) Vacation leave shall be scheduled with regard to employee seniority, operating requirements and written request of employees.

b) Any employees wanting to schedule a vacation from one half (1/2) day through three (3) days shall have their vacation request filled out and submitted to their supervisor a minimum of one (1) working day prior to the starting day of their vacation. Extenuating circumstances may be taken into consideration in the discretion of the employer. Any employees wanting to schedule a vacation longer than three (3) days shall have their vacation requests filled out and submitted a minimum of five (5) working days in advance of their vacation. If an employee has given his or her request five (5) or more working days in advance of the desired time off, a response to such a request shall be made as soon as possible but in no event more than three (3) working days following the request. Responses to requests made less than five (5) working days before the requested vacation is to begin shall be made as soon as possible. Vacations of one half (1/2) day increments or less, in hourly increments, will be available only if work schedule permits and upon prior approval of the employee’s supervisor.

c) If two employees submit a time off request for the same day/time period on the same day and at the same time, the more senior employee shall be granted the time off.

d) Acknowledging the right to reserve vacation time, employees are committed to use the reserved vacation time, unless a rescheduled vacation does not inconvenience a fellow employee.

Each work area may develop their own method of vacation scheduling if pre-approved by Human Resources Services and the Union President in writing.

Section 4: Vacation Pay upon Separation
Employees voluntarily separated or retired from City service shall be paid at their normal salary rate for their unused vacation, not to exceed the amount of vacation an employee is eligible to accrue in two (2) years. Employees involuntarily separated from City Service shall not be paid for any unused vacation.
ARTICLE 23: SICK TIME

Section 1: Accrual
Sick leave for regular personnel covered by this contract shall be accrued and granted as follows:

a) Fully vaccinated employees will have their sick leave accruals changes from 3.70 hours per pay period (based on an employee being compensation for 80 hours in the pay period) to 4.61 hours per pay period (resulting 24 hours extra per year).

b) Sick leave accrual shall be unlimited for purposes of illness only.

c) Accrued sick leave cannot be transferred from one employee to another unless part of an approved sick time donation.

d) If an employee quits or is discharged from his/her employment, any unused accrual of sick leave shall be cancelled.

e) Upon hire new employees will be advanced 25.9 hours of sick leave.

Sick leave may be taken in half hour increments after one hour is used.

Section 2: Sick Leave Use
An employee eligible for sick leave with pay may use such sick leave for absence due to his/her personal illness, doctor’s appointment and/or due to illness in the employee’s immediate family, which is limited to spouses, children and parents. Additionally, an employee is eligible to use sick leave, upon approval of his/her supervisor for absence due to exposure to a contagious disease that could be communicated to other employees.

When an employee finds it necessary to be absent due to sickness, the employee shall notify the employee’s supervisor as to the reasons for using sick time before the employee’s regular starting time on the first working day of absence. The employee must report every day of absence until an extended absence is approved by the Benefits team. If the supervisor is not present, the employee shall leave a message per the direction of the employee’s specific service unit. Sick leave shall not be granted unless such report has been made. A physician’s statement may be required by the City for FMLA purposes or in cases where proof of illness is required.

Section 3: FMLA
The Family Medical Leave Act (FMLA) will be coordinated and applied under applicable Federal Law.

Per the Family and Medical Leave Act, if an employee is incapacitated for more than three (3) consecutive days, the employee must notify the Benefits team of the absence and 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 the physician’s statement and any additional time off which results from failure to submit the physician’s statement shall be deducted from the employee’s accrued time, or if there is no accrued time, without pay.

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 sick leave credit earned but not used that year above the nine hundred and sixty (960) hours accumulation 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 nine hundred and sixty (960) hours shall be used first.

Example: Employee earns 96 hours of sick leave in a calendar year. He/she uses 56 hours of sick time in that calendar year. The sick leave payout is 20 hours.
96 - 56 = 40 / 2 = 20.

If an employee chooses to elect this payment option, he/she must notify the City payroll office between December 1 and December 15. If no notification is received, his/her entire unused sick leave will be carried forward.

Section 5: Payment upon Retirement or Death
An employee who retires from the City service per the Pension Ordinance, or who dies before retirement, shall be paid for the employee’s unused sick leave credit, at the rate earned at the time of death or retirement, up to a maximum of nine hundred and sixty (960) hours.
ARTICLE 24: EMPLOYEE SAFETY

A Citywide Safety Committee of employees and employer representatives is hereby established. The Union will select employee representatives and attempt to distribute representation that reflects the variety of work situations represented by the Union.

Section 1: City Responsibilities
The Employer shall provide and maintain working conditions and equipment free of hazards as defined by MIOSHA, that are causing or are likely to cause death or serious physical injury and in a condition that would be acceptable under Public Act No. 154, of 1974, "Michigan Occupational Safety and Health Act." The type of safety equipment to be provided may include, but not be limited to, gloves, goggles, face shields, respirators, safety shoes, safety glasses and hearing protection.

Section 2: Employee Responsibilities
Employees shall comply with all occupational safety and health rules established for their job.

Employees shall properly use and maintain all personal protective equipment issued and shall not remove, displace, damage, destroy or carry off a safeguard furnished or provided for use by the Employer, or interfere in any way with the use thereof by any other person.

All employees are responsible for the safety training he/she receive and working within those boundaries.

All employees are required to stop work and report as soon as possible any unsafe conditions that could lead to injury, illness or loss.

An employee injured on the job during his/her regular hours of employment shall report the injury as soon as possible to his/her supervisor and follow all instructions provided by the Benefits team or the City’s Third Party Administrator. If the injury requires medical attention, arrangements shall be made to transport the employee to the nearest medical facility as identified by the City.

All employees shall be fully vaccinated for COVID-19, as required by the City.

Section 3: Safety Shoe and Prescription Safety Eyeglass Programs

a) Safety Shoe Allowance
Employees in eligible job classifications shall be eligible for an annual Safety Shoe allowance. The safety shoe allowance is based on the employee's position and shall be $150 per year. This allowance shall be paid in the month of January. The allowance will be subject to applicable taxes.

Employees who receive the safety shoe allowance must wear the required safety shoes when working in hazardous situations. Safety shoes must meet the ASTM F2413-05 January 2006 or latest revision standards.
b) **Prescription Safety Eyeglass Program**

Employees in eligible job classifications shall be eligible to participate in the prescription safety eyeglass program outlined in Appendix F.

The Union President and Chief Steward shall be eligible for both the safety shoe allowance and prescription safety eyeglass program.
ARTICLE 25: WORKER’S DISABILITY COMPENSATION

Each employee will be covered by the applicable Worker’s Disability Compensation Act. An employee must report work related injuries and illnesses as soon as possible to his/her supervisor. The employee must follow all directions related to medical care issued by the Benefits Team or third party workers compensation providers.

Section 1: First 52 Weeks

a) **Supplemental:** The Employer 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 Worker’s Compensation, and seeks medical treatment, shall in addition to Worker’s Compensation benefits, receive the difference between the Worker’s Compensation benefits and his/her net City salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime) commencing on the first day on which he/she is unable to work due to work-related illness or injury. Supplemental payments will be paid thereafter until the 365th day following such injury.

b) **Net Pay:** Net pay for purposes of determining the supplement will be calculated as follows:

Employee’s bi-weekly wage less Federal taxes, State taxes, FICA and pension withholding. The supplemental amount will not increase because of a change in the employee’s W-4 form.

c) **Pension:** For computation of pension withholding and final average compensation for retirement calculation, the employee’s regular bi-weekly salary will be used instead of the actual supplemental amounts paid. For periods of less than two weeks, the amounts will be prorated. The City will bear any additional necessary cost to make the pension contribution the same as if the employee were working. Worker’s Compensation benefits shall not be used for purposes of computing final average compensation for pension.

d) **Reoccurrence:** If an employee returns to work prior to the expiration of the 52 week period, and then is off again due to a reoccurrence 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 52 minus the number already received.

Section 2: After 52 Weeks

a) **Payment:** After the 52-week period, an employee who is eligible for Worker’s Compensation benefits will receive only those statutorily mandated Worker’s Compensation benefits. After the 52-week period, the employee will not receive any fringe benefits including insurance or accrue any sick, vacation, personal, or
other time. However, an employee may use accrued sick, vacation or compensatory time to supplement worker’s compensation payments up to net salary.

b) **Pension**: After the 52-week period, an employee who is eligible for worker’s compensation benefits will not have any pension withholdings taken nor will he/she receive pension credit.

**Section 3: Secondary Employment**

a) **Notice**: While an employee is receiving Worker’s Compensation benefits, he/she shall notify the City if he/she is working elsewhere. 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 the employee would have been entitled to as supplemental pay.

b) **First 52 Weeks**: In the event that the employee is receiving income from another job and still remains on Worker’s Compensation, the amount of the City’s contribution shall be reduced by such an amount so that the total of the Worker’s Compensation, City contribution, and outside income will not exceed his/her City net salary as of the date of the injury.

**Section 4: Work Offered by the City (Light Duty)**

While an employee is receiving Worker’s 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, including limited and light duty work. If an employee refuses to perform other work offered that he/she is capable of performing, the right to supplemental pay shall be forfeited and the employee will lose regular Worker’s Compensation benefits under the Act.

a) **First 52 Weeks**: If the employee is offered this work during the first 52 weeks, when he or she is entitled to supplemental payments, the salary for the work offered will not be lower than his/her salary prior to the worker’s compensation illness or injury.

b) **After 52 Weeks**: If the employee is offered work after the 52 weeks, his/her salary shall be that of the job offered.

**Section 5: Return to Work**

a) **Medical Checks**: The employee may be required to periodically report to a City-selected and paid for doctor.

b) **Prior Position**: At any time that the employee is able to return to his/her regular position, he/she shall be required to do so. Failure to return will result in forfeiture
of weekly supplemental payments and loss of regular Worker’s Compensation payments under the Act.

c) Other positions: If the employee is not able to return to his/her former position but is able to perform work in another open position, he/she may be offered that position and his/her pay shall either be commensurate with the salary or wage grade for that position.

Section 6: Additional Medical Treatment upon Return to Work

The treatment must meet the criteria below to be considered an official worker’s compensation medical treatment:

- Initial Treating Physician (if treated in the ER)
- Occupational Health Clinic (i.e. Concentra)
- An official referral from the Occupational Health Clinic.

Any questions regarding whether a treatment is considered approved should be directed to the Employee Benefits Supervisor.

There will be no overtime paid for follow-up medical treatment that meets the above criteria. Also, any contractual call back provisions are not applicable (i.e., there is no minimum guarantee of hours).

If treatment is necessary during the employee’s normal shift, the employee will be released and will not be required to utilize sick time.

If the treatment is necessary during off shift hours, the employee will receive equivalent compensatory time at a straight rate that will be determined on a pay period basis. The employee must document all treatment hours on off-shift hours and submit them to the Benefits Supervisor on a pay period basis. The straight time off shall include travel time to and from the location necessary for follow-up treatment.

The Employer maintains the flexibility to change the schedule of employees requiring follow up treatment when operationally necessary.

Section 7: Coordination of Benefits

The Worker’s Compensation and Pension benefits paid to an employee or a retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Worker’s Compensation payments. Upon termination of the period for payment of Worker’s Disability Compensation, arising on account of his/her City employment, the employee or retiree shall again receive his/her full periodic pension payments.
ARTICLE 26: INSURANCE BENEFITS

Section 1: Health Insurance

The City will provide health, secondary and optical insurance coverage described below beginning on the 90th calendar day of employment. An employee may elect to purchase those benefits at his/her own cost during the first 89 calendar days of employment.

Where two employees are legally married and are eligible for health, dental or vision coverage, he/she will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.

Employees must report major life event changes to the Benefits team within 30 calendar days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under another plan. Notification beyond 30 calendar days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 calendar days results in additional benefit costs to the City, the employee may be held responsible for such costs.

The Union agrees that health, dental and optical coverage may be placed out for competitive bidding, providing the level of benefits outlined in Appendices A, B, and C are maintained or improved. If a provider with reasonably similar acceptance levels to current providers can supply an equivalent or better benefit plan at the same cost, those benefits will be provided to the bargaining unit. There shall be at least a 30 calendar day notice provided to bargaining unit before any changeover in providers goes into effect.

a) Active Employee Health Care Coverage

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. Employees may elect coverage under the PPO Plan as described below and in Appendix A, at the costs specified in Appendix A.

Employees will be provided with specific information regarding the health care plan coverage at their new hire orientation and, in writing, each year during the open enrollment period.

The City will pay the cost of the Plan, subject to premium, deductible, co-insurance and co-pay costs described in Appendix A, which will be paid by the employee. The employee may choose coverage for employee, employee plus one, employee plus two, employee plus three or employee plus four or more, as defined in the health care plan (including children through the end of the month that he/she turn 26). An employee shall not be able to change such coverage election until the next open enrollment period, or unless the employee has a qualifying event as defined by the plan document. Employees transferred into this bargaining unit who, during their 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.

During the term of this Agreement, Employees will be offered two options for health care contributions on a January 1 – December 31 plan year (both plans provide the same health care benefits):

i. “Low Plan”: No monthly premium and costs specified in Appendix A.
ii. “High Plan”: 10% monthly premium with costs specified in Appendix A.

Premium contributions shall be based upon the illustrative premium rates for all applicable plans and will be subject to revision based upon the plan’s experience each year, for the duration of the Agreement. In months where there are three pay periods, premium contributions will be deducted from first two pay periods.

By October 15th of each year of this contract, the City will provide the Union with the illustrative rates for the health care plan for the following calendar year, as well as the applicable premiums for the following calendar year. If the City’s costs for the health care plan exceed the hard cap limits for costs that a public employer can pay as set by Public Act 152 of 2011, the City will provide the Union with an option that will modify the health care plan in such a way as to bring the City’s plan costs under the hard cap limits. The Union will have 30 calendar days to consider the City’s proposed modification and decide if the modification is acceptable. If the modification proposed by the City is not accepted by the Union, he/she may negotiate a different plan modification, but, if the plan modification exceeds the hard cap, the members will be required to pay the difference between the hard cap limit and the City’s actual costs as based on the illustrative rates of the group on a stand-alone basis. Any incremental payment will be allocated equally among the members and will be withdrawn from paychecks on a twice-monthly basis beginning January 1.

Any applicable mandates under the Patient Protection and Affordable Care Act (PPAC) that take effect during the duration of this contract will be implemented as required by law for active employees and those who retire on or before December 1, 2011. Employees who retired on or before December 1, 2011, are considered to be part of “retiree only” plans to which PPAC changes do not apply.

b) Dental Coverage
Employees, their spouses and eligible dependents shall be provided a “75% (Class I and II) 50% (Class III and IV) Delta Dental Plan” with benefits as specified in Appendix C, or its satisfactory equivalent. Dental benefits are available to dependents through the end of the calendar year in which he/she turn nineteen (19), or until age 25 if he/she are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility.

c) Optical Coverage
Employees, their spouses and eligible dependents shall be provided vision coverage through Eye-Med Advantage or its satisfactory equivalent. Vision benefits are available to dependents through the end of the calendar year in which
he/she turn 19 or until age 25 if he/she are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility. Plan specifics are outlined in Appendix B.

d)  **Waiver**
Under specified conditions set forth in Appendix D, employees shall be able to waive their City health, dental, and/or vision insurance coverage and receive up to $2000 per year, payable on a per pay period basis. The City reserves the right to amend or terminate the program at any time during Open Enrollment to be effective as of the upcoming January 1.

e)  **Wellness Incentive Program**
Employees enrolled in the City health coverage insurance plan will have the opportunity to participate in the Wellness Incentive Program. Employees can earn incentive dollars up to $500 per plan year for completing the Wellness Incentive Program requirements by the specified dates, as determined on an annual basis by the Wellness Committee and the Benefits Supervisor. The incentive, if earned, will be deposited into the employee’s Health Reimbursement Account to pay for out-of-pocket medical expenses. Employees who are hired in the 4th quarter of the calendar year are not eligible for the Wellness Incentive Program for that calendar year.

**Section 2: Life Insurance Coverage**

a)  **Basic**
The Employer will pay the entire premium cost of $15,000 of life insurance to all members of this bargaining unit, beginning on the 90th calendar day of employment. Employees promoted or transferred into this bargaining unit who have passed the 90 calendar day period and are receiving life insurance through the City will continue with uninterrupted coverage.

b)  **Optional**
In addition to the basic amount specified above, eligible employees will be permitted to take additional insurance equal to two or three times the amount of their annual salary, with the employee paying one half of the premium and the Employer paying the other half. Employees may elect this insurance coverage within 30 calendar days of initial eligibility (90 calendar days after hire). If not elected at that time, optional life insurance will be subject to evidence of insurability by the insurance provider. In addition, any coverage over $250,000 (include basic life insurance) will be subject to evidence of insurability by the insurance provider. The insurance provider determines eligibility for this coverage.

The employee’s cost of optional life insurance coverage shall be paid by payroll deduction over 26 pay periods.
c) **Dependent**

Employees are entitled to subscribe to dependent life insurance for their family in the amounts specified below:

**Coverage**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse</td>
<td>$10,000</td>
</tr>
<tr>
<td>Children</td>
<td></td>
</tr>
<tr>
<td>Birth to Age 6 Months</td>
<td>$1,000</td>
</tr>
<tr>
<td>Age 6 Months to 19 Years</td>
<td>$7,000</td>
</tr>
<tr>
<td>Students 19 to 25 Years</td>
<td>$7,000</td>
</tr>
<tr>
<td>(Coverage Ends on 25th Birthday)</td>
<td></td>
</tr>
</tbody>
</table>

The cost of Dependent Life Insurance is the responsibility of the employee and will be paid for through payroll deduction on a monthly basis.
ARTICLE 27: RETIREMENT

Section 1: Pension
The pension ordinance, as adopted by City Council, (with amendments through the effective date of this agreement), is incorporated and made a part of this Contract. The following limited summary of pension benefits is applicable to AFSCME members (members should consult the Pension Office or the Pension Ordinance for more specific details.).

a) Employees Hired Prior to January 1, 2017

i. Contribution: Employees contribute six percent of their total compensation on a pre-tax basis to the defined benefit pension plan. The City contributes an actuarially determined amount for each employee.

ii. Pension calculation: 2.50% of final average compensation, multiplied by the number of years credited service.

iii. Final Average Compensation: For employees hired on or before August 29, 2011, final average compensation is calculated on the Member’s total compensation paid during the Member’s last 36 consecutive months of Credited Service (whether or not calendar months) (excluding any breaks in service) within the last ten years of the Member’s employment with the City, or the Member’s total Compensation paid during any 3 consecutive calendar years within the last 10 years of the Member’s employment with the City, whichever is greater. For the avoidance of doubt, such calendar years shall begin on January 1. For employees hired after August 29, 2011, final average compensation is calculated on the Member’s total compensation paid during the Member’s last 60 consecutive months of credited service (whether or not calendar months) (excluding any breaks in service) within the last 10 years of the member’s employment with the City or the Member’s total Compensation paid during any 5 consecutive calendar years within the last 10 years of the Member’s employment with the City, whichever is greater. For the avoidance of doubt, such calendar years shall begin on January 1.

iv. Normal Retirement: For employees hired on or before August 29, 2011, age 60 years with at least 5 years of service, or, age 50 with at least 25 years of service. For employees hired after August 29, 2011: Age 60 with at least 10 years of service or age 50 with at least 25 years of service.

v. Early Retirement: Age 50 years, with at least 20 years of service. The early retirement reduction factor is 0.33% for each month or fraction of a month that the employee retires prior to his/her regular retirement date (see above) or 3.96% per year.
b) Employees Hired on or After January 1, 2017

i. **Contribution:** Employees contribute six percent of their total compensation on a pre-tax basis, with 3% to the defined benefit portion of the dual plan and 3% to the defined contribution portion of the dual plan. The City contributes an actuarially determined amount to the defined benefit portion and 5.2% to the defined contribution portion.

ii. **Pension calculation:** For the defined benefit portion of the dual plan: 1.25% of final average compensation, multiplied by the number of years credited service. No calculation for the defined contribution portion.

iii. **Final Average Compensation:** For the defined benefit portion of the dual plan: final average compensation is calculated on the Member’s total compensation paid during the Member’s last 60 consecutive months of credited service (whether or not calendar months)(excluding any breaks in service) within the last 10 years of the member’s employment with the City or the Member’s total Compensation paid during any 5 consecutive calendar years within the last 10 years of the Member’s employment with the City, whichever is greater. For the avoidance of doubt, such calendar years shall begin on January 1.

iv. **Normal Retirement:** For the defined benefit portion of the dual plan: Age 60 with at least 10 years of service or age 50 with at least 25 years of service. For the defined contribution portion of the dual plan, vesting is at 5 years of service.

v. **Early Retirement:** For the defined benefit portion of the dual plan: Age 50 years, with at least 20 years of service. The early retirement reduction factor is 0.33% for each month or fraction of a month that the employee retires prior to his/her regular retirement date (see above) or 3.96% per year.

**Section 2: Final Payouts at Retirement**

Payouts for unused sick leave, compensatory time, personal time and vacation time are paid out in one lump sum after retirement.

a) **Vacation:** Employees who retire from City service shall be paid for accrued, unused vacation time at the rate in effect upon the date of their separation up to their maximum accumulation of a two-year accrual amount. Final average compensation shall include up to two years of accrued, unused vacation time.

b) **Sick Time:** Employees who retire from City service shall be paid for accrued, unused sick time at the rate in effect upon the date of their separation up to their maximum accumulation of 960 hours. This payout will not be included in the calculation for Final average compensation.

c) **Compensatory Time:** Employees who retire from City service shall be paid for all accumulated compensatory time at the rate in effect upon the date of their separation.
separation. Final average compensation shall include any accumulated compensatory time.

d) Personal Time: Employees who retire from City service shall be paid up to 32 hours of personal time accrued, but not used in that fiscal year. Final average compensation shall include up to 32 hours of personal time paid out at retirement.

Section 3: Retiree Insurance

a) General Health Coverage

Where two retirees/employees are legally married and are eligible for health, dental or vision coverage, he/she will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.

Retirees and/or surviving spouses or dependents must report major life event changes to the Benefits team within 30 days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under another plan. Notification beyond 30 days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 days results in additional benefit costs to the City, the retiree, surviving spouse or dependent may be held responsible for such costs. Surviving spouses who remarry after the death of the retiree may not add a new spouse or dependent child to City benefit plans.

b) Dental and Vision

Dental and vision insurance are not provided by the City to retirees. Dental and vision insurance will end as of the date of retirement, unless continued through COBRA at the retiree's full cost.

c) Retiree Health Coverage

Hire date before August 29, 2011: The City of Ann Arbor shall provide to all bargaining unit members hired before August 29, 2011, who retire, (including their spouse and dependents as long as the retiree remains the subscriber), the retiree health care insurance benefits and coverage level under the health insurance plan as received by the bargaining unit member as of the date of retirement, unless otherwise provided herein. This benefit provision may also apply to surviving spouses and eligible dependent children (as defined in the health care plan) of deceased retirees, and dependent on the pension option chosen by the employee at the time of retirement.

Other coverage: If an employee who is hired before August 29, 2011, retires and is able to obtain health care coverage from another source (e.g., other employment), the retiree may choose to drop the City’s health care coverage. However, should the retiree lose his/her alternate coverage 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 or surviving spouse or eligible dependent from re-entering the City’s PPO Plan for any reason upon loss of coverage from another program, and the health coverage benefits provided upon return to City coverage will be the same as those the employee was entitled to upon retirement.

**Hire date of August 29, 2011 or later:** Employees who are hired on or after August 29, 2011 (or who transfer from another position in the City in which he/she were not eligible for retiree health care coverage) will not be eligible for employer paid health care insurance coverage at the time of retirement. For the term of this agreement, the City will annually contribute the actuarial equivalent of the collectively bargained amount into a Retirement Health Reimbursement Account for each bargaining unit member hired on or after August 29, 2011. The account will become available to employees upon their retirement, for reimbursement of eligible medical expenses, or to purchase, at the retiree’s full cost, access to the City health care plan that may be offered at that time. Employees will receive an annual statement documenting their credit in the account or it will be available online.

**Deferred Vested:** Employees who do not retire, but take a deferred vested retirement allowance are not eligible to receive health care coverage.

**Medicare:** Retirees are required to have both Medicare Part A and Part B at the time he/she reach Medicare eligibility. Failure to elect such coverage will result in no coverage by the City plan. 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 his/her spouse, the retiree will continue with regular PPO Plan coverage.

d) **Retiree Life Insurance**

**Basic:** The Employer will pay the entire cost of $5,000 of life insurance for retiring employees (full or early) on a City pension. Employees taking a deferred vested retirement allowance do not receive this benefit. Effective 7/1/18, the retiree life insurance amount shall increase to $10,000.

**Optional:** Retiring employees, who continue to have basic life insurance paid for by the City, may convert their optional life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance provider.

**Dependent:** Retiring employees, who continue to have basic life insurance provided for by the City, may convert their dependent life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance provider.
ARTICLE 28: LOSS, REVOCATION, SUSPENSION OR NON-RENEWAL OF REQUIRED LICENSE

The employee is required to provide the City with a physical copy or screen shots showing the validity of required licenses or certificates. This shall include indication of current active status and future expiration date. Receipts are not valid for the purpose of this article.

Employees are responsible for the timely submission and processing of completed applications, renewal forms and payments for licenses and certifications to the appropriate agency.

An employee unable to perform his/her present job due to the loss of a required license because it is physically lost, revoked, suspended, not renewed etc., shall report such loss to his or her supervisor or other management representative by the beginning of the employee’s first available shift after the date the license was lost, revoked, suspended or not renewed. Failure to report such loss, revocation, suspension, or nonrenewal may result in severe disciplinary action up to and including discharge.

For an employee who is unable to perform his or her job due to the loss, revocation, suspension, or non-renewal of a required license, the following shall apply:

a) Employee is placed on an unpaid administrative leave until he/she are able to produce copies of the valid required license. Employees may use paid time off during this administrative leave. Sick time may not be used.

b) Administrative leaves lasting more than thirty calendar (30) days will require a physical (if applicable) and drug screen prior to return to work.

c) Unpaid administrative leave may not exceed one year. If the employee’s license has not been reinstated, and the employee has not applied for and been selected for another position within one year, the employee will be terminated.

d) Employee’s position will be held for up to 120 calendar days. After 120 days, management may fill this vacancy.

e) During this administrative leave, employees may apply for vacant bargaining unit positions for which he/she are qualified.

Subsequent loss of required license will result in discipline up to and including termination.
ARTICLE 29: ALCOHOL AND DRUG TESTING

The City of Ann Arbor and AFSCME Local 369 agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. In addition, both parties acknowledge that the Federal Drug-Free Workplace Act of 1988, which is applicable to the City of Ann Arbor, provides that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. Specific rules which deal with this law and with the use of alcohol, illegal drugs, and other substances are contained in the City’s Human Resources Policies and Procedures 2.4.

It is also acknowledged that the Federal Omnibus Transportation Employees Testing Act of 1991 is applicable to employees within the AFSCME Local 369 bargaining unit who are engaged in the operation of "Safety-Sensitive Duties," as defined in the Act (generally truck drivers with CDL licenses). With respect to this Act, the City of Ann Arbor reserves and retains, solely and exclusively, all rights to administer the requirements provided in the Act and the related rules promulgated by the Federal Highway Administration, the Department of Transportation, and any other Federal, State, or City of Ann Arbor statutes, ordinances, or regulations pertaining to mandatory employee drug testing. In addition to the requirements provided in the Act, the City and Local 369 agree to the following conditions:

a) While the principle of "just cause" provided for in Article 5 of this Agreement applies to employees found to be in violation of the Federal Drug-Free Workplace Act of 1988, or the Federal Omnibus Transportation Employees Testing Act of 1991, the parties agree that such employees shall be subject to severe disciplinary action up to and including discharge (minimum five consecutive regular work days off without pay) under the City’s progressive disciplinary rules in the City’s Human Resources Policies and Procedures.

b) If an employee refuses to submit to a drug or alcohol test, or engages in conduct which clearly obstructs the testing process, the test result will be considered positive.

c) An employee may request, and is entitled to, Union representation whenever he or she is directed to submit to reasonable suspicion alcohol or controlled substances testing, provided that obtaining Union representation under this subsection does not in any way delay the administering of the alcohol or controlled substances test.

d) As provided for in the Act, an employee may request that a split drug sample be tested if the first sample results in a positive finding. The cost of such split sample shall be the responsibility of the employee unless the second test reverses the initial positive finding.
e) While on duty employees shall be paid for time spent for the administration of alcohol and controlled substances testing, including overtime. This does not apply to follow up testing while suspended.

f) An employee who has tested positive for alcohol and/or controlled substances and is consequently prohibited from performing a Safety-Sensitive function shall be given a written explanation of the charges, with notification to the Union.

g) In any case where the City notifies an employee that disciplinary action is pending, the employee shall be placed on a paid leave of absence pending the test results and disciplinary investigation.

h) It is agreed that any disciplinary action taken under the provisions of this article may be protested within the grievance procedure up to and including arbitration as provided in the collective bargaining agreement.

i) Upon request, the City shall provide the Union with a list of employees who are subject to CDL alcohol and drug testing.

j) Employees who are experiencing problems of alcoholism or drug dependency are encouraged to seek and pursue a course of treatment either through their own means or through the City’s Employee Assistance Program. Employees are specifically advised, however, that participation in the Employee Assistance Program will not exempt them from disciplinary action if he/she violate the above rules.

k) Rehabilitation programs are currently available within the health insurance plans provided for in Article 26. However, the provisions of such plans may be subject to change by the carrier within the plans the parties have agreed upon.

l) Employees may be eligible to use paid time off upon successful entry into a Substance Abuse Program (SAP). Paid time off may not be used for any disciplinary time off (if issued) as defined in the collective bargaining agreement.

This provision does not diminish any rights which may apply under the ADA, FMLA, or other relevant laws.

If the employee fails to follow the program as outlined by the SAP, he or she will immediately lose his or her eligibility to use paid leave time and will be subject to disciplinary action up to and including discharge.

Employees may not return to work until he/she receive official clearance from the Benefits team.
ARTICLE 30: EMPLOYEE PERSONNEL FILES

Section 1: Employee Personnel Files

Per HR Policy 3.7, the employee’s personnel file in Human Resources Services will be the official file. All requests for access to personnel files shall be submitted in writing using the Request to Access Employee Files form found on the employee self-service site.

A copy of all disciplinary forms and/or notices must be forwarded to Human Resources Service and a copy forwarded to the Chief Steward, Union President and the affected employee.

The addition, deletion or transferring of information into or out of an employee’s personnel file shall be in accordance with the Bullard-Plawecki Employee Right to Know Act. In addition, the production of documents to a third party will be governed by applicable law (i.e., FOIA, PERA, subpoenas, etc.)

Section 2: Disciplinary Records

Disciplinary actions shall be maintained in the personnel file and may not be removed except as specified in the Bullard-Plawecki Employee Right to Know Act. Disciplinary documents over the time periods specified in Article 7 – Discipline, Section 5 – Use of Past Record will be kept in a separate folder in the personnel file and will not be used as the basis for further disciplinary action and/or employment decisions.

Section 3: Medical Records

To ensure confidentiality, detailed medical records and reports regarding an employee are not part of the employee’s personnel file and shall be handled in accordance with HIPAA and all other applicable laws. This does not include information regarding an employee’s pre-employment physical or routine statements regarding an employee’s fitness for work.
ARTICLE 31: GENERAL

Section 1: Bulletin Boards

The Employer will provide bulletin boards for the bargaining unit employees in each work area location which may be used by the Union for posting notices 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 by employees, such as "For Sale" notices.
f) Union advertisements.

Section 2: Loss or Damage of City Property

No employee will be charged for loss or damage to the Employer’s property, tools, or equipment unless such loss or damage is caused by the employee’s negligence.

Section 3: Uniforms and Hand Washing Stations

Each work area or service unit may develop its’ own uniform policy if pre-approved by Human Resources Services and the Union President in writing.

Where uniforms are required, the Employer will also provide storage and changing facilities at the work site. Any City-provided uniform with an official emblem must be returned upon separation or the employee may be charged.

Hand washing stations will be provided on appropriate City vehicles as determined by management.

Section 4: Collective Bargaining Agreements

The City will provide, at its cost, 10 printed copies of the collective bargaining agreement to the Union. In addition, the City will, at its cost, provide a flash drive to each member of the bargaining unit containing a copy of the collective bargaining agreement and City Human Resources Policies and Procedures. Each member is responsible for the cost of replacing a lost or damaged flash drive.

Section 5: PERA Requests

PERA requests must be submitted in writing to the Director of Human Resources and Labor Relations. The submitting party will be charged for the following costs:
*Exemptions to these charges may be made by the Director of Human Resources and Labor Relations.

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<thead>
<tr>
<th>Copies</th>
<th>$0.05 per 8.5x11 page</th>
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<tbody>
<tr>
<td>Mailing</td>
<td>Actual Mailing Costs</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Labor costs incurred in searching, examining, reviewing, redacting or separating materials:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• 1 Hour or Less</td>
</tr>
<tr>
<td>• More than 1 Hour</td>
</tr>
<tr>
<td>No Charge</td>
</tr>
<tr>
<td>The hourly wage of the lowest paid employee capable of performing the work.</td>
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</table>

**Section 6: Nepotism**

As of the effective date of this Contract, an employee shall be deemed ineligible to promote into, demote into, transfer into, or in any other manner, move into a service area in which said employee has an immediate relative or spouse as his/her immediate supervisor, service unit manager or service area administrator as defined by the City's Human Resources Policies and Procedures.

**Section 7: Union Negotiating Committee**

The bargaining committee of the Union will include not more than six (6) members made up of City employees and non-employee representatives of Local 369 of AFSCME (not more than two in number). The Union will give to Management, in writing, the names of its employee representatives on the bargaining committee. The Employer will give to the Union, in writing, the names of representatives on the bargaining committee. Other persons associated with either party may attend the bargaining sessions by mutual agreement. Employee members of the bargaining committee will be paid by the City for the time spent, during the normal working day, in negotiations with the City, but only for the straight time hours they would otherwise have worked on their regular work schedule. The regular working day hours spend in negotiations shall be included in the computation of the employee’s regular forty (40) hour work week. Any hours the employee is required to work at his/her regular work station over forty (40) hours which may have included time spent in negotiations shall be considered overtime and shall be paid at the contractually agreed upon overtime rate.

Union bargaining committee members who are not normally assigned to the day shift will be so transferred for the duration of contract negotiations if their jobs are operating on the shift regardless of their seniority standing in their work assignment and on the day negotiations are occurring, they will be considered as working 8 a.m. to 5 p.m.
ARTICLE 32: SUMMARY PROVISIONS

Section 1: Waiver Clause

The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. Therefore, the Employer and the Union, for the life of this contract, each voluntarily and unqualifiedly, waives the right and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time he/she negotiated and signed this contract.

Section 2: Provision found to be Contrary to Law

If, during the life of the Contract, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 3: Prior Agreements and Understandings

It is understood and agreed that this Contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, practice, and arrangement heretofore existing.

Section 4: Termination and Modification

This Contract shall continue in full force and effect until 11:59 p.m. on December 31, 2021. If either party desires to modify or change this contract, it shall follow the procedure for negotiations as set forth in the paragraph entitled “Duration of Contract”.

Section 5: Supplemental Agreements

Any Agreement or Letter of Understanding entered into after the date of this Contract shall be void and of no effect, unless in writing and approved by the President of AFSCME Local 369 or his/her designee and the City Administrator or his/her designee.
DURATION OF CONTRACT

This agreement shall become effective March 21, 2022 (the date ratified by City Council) and shall remain in full force and effect until the 31st day of December, 2025 and from year to year thereafter unless either party hereto serves a written notice upon the other at least ninety (90) calendar days prior to the expiration date or ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.
CONTRACT AGREEMENT

CITY OF ANN ARBOR

CHRISTOPHER TAYLOR, MAYOR
10/14/2022

JACQUELINE BEAUDRY, CITY CLERK
10/14/2022

MILTON DOHONEY JR., CITY ADMINISTRATOR
10/12/2022

Milton Dohoney, Jr., City Administrator

LOCAL 369 OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFFILIATED WITH AFL-CIO

ROBERT SLOAN, UNION PRESIDENT

STEVEN LUCAS, CHIEF STEWARD

Ronda K. Trous, Council 25 Representative

ATLEEN KAUR, CITY ATTORNEY
10/11/2022

Atleen Kaur, City Attorney
APPENDIX A –
HEALTH CARE PLAN
This summary is intended to be a brief description of plan provisions, and is not all-inclusive. Please call your Plan Administrator with any questions.

<table>
<thead>
<tr>
<th></th>
<th>High Option PPO</th>
<th>Low Option PPO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-Network</td>
<td>Out-of-Network</td>
</tr>
<tr>
<td>Medical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deductible</td>
<td>$300 Single</td>
<td>$600 Single</td>
</tr>
<tr>
<td></td>
<td>$600 Family</td>
<td>$1,200 Family</td>
</tr>
<tr>
<td>Coinsurance</td>
<td>80% after deductible</td>
<td>60% after deductible</td>
</tr>
<tr>
<td>Medical Out-of-Pocket Maximum (includes medical and Rx and Rx deductible, copays, and coinsurance)</td>
<td>$1,500 Single</td>
<td>$3,000 Single</td>
</tr>
<tr>
<td></td>
<td>$3,100 Family</td>
<td>$6,200 Family</td>
</tr>
<tr>
<td>Preventive Services – Adult/Child</td>
<td>Covered at 100%</td>
<td>Covered at 60%*</td>
</tr>
<tr>
<td>*Select Services only – see BCBSM plan summaries for details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Visit and Urgent Care Copay</td>
<td>$10</td>
<td>60% after deductible</td>
</tr>
<tr>
<td>Emergency Room Copay</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>Prescription Drugs (ESI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Retail</td>
<td>$10 Generic / $30 Brand</td>
<td>$20 Generic / $40 Brand</td>
</tr>
<tr>
<td>Mail Order</td>
<td>$20 Generic / $60 Brand</td>
<td>$40 Generic / $80 Brand</td>
</tr>
</tbody>
</table>

1 Copays do not apply to the Deductible, only to the Out-of-Pocket Maximum for In-Network Services
2 Medical In-Network Out-of-Pocket Maximum includes Deductibles, Coinsurance, and Copays; Medical Out-of-Network Out-of-Pocket Maximum includes Deductibles and Coinsurance.
APPENDIX B –
EYEMED VISION COVERAGE

CITY OF ANN ARBOR

<table>
<thead>
<tr>
<th>Vision Care Services</th>
<th>Member Cost</th>
<th>Out-of-Network Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exam with Dilatation as Necessary</td>
<td>$0 Copay</td>
<td>Up to $30</td>
</tr>
<tr>
<td>Contact Lens Fit and Follow-up:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Contact lens fit and follow-up visits are available once a comprehensive eye exam has been completed.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td>Up to $40</td>
<td>N/A</td>
</tr>
<tr>
<td>Premium</td>
<td>10% off Retail</td>
<td>N/A</td>
</tr>
<tr>
<td>Frames:</td>
<td>$0 Copay, $100 allowance; 20% off balance over $100</td>
<td>Up to $50</td>
</tr>
<tr>
<td>Standard Plastic Lenses:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Vision</td>
<td>$0 Copay</td>
<td>Up to $25</td>
</tr>
<tr>
<td>Bifocal</td>
<td>$0 Copay</td>
<td>Up to $40</td>
</tr>
<tr>
<td>Trifocal</td>
<td>$0 Copay</td>
<td>Up to $35</td>
</tr>
<tr>
<td>Standard Progressive</td>
<td>$60</td>
<td>Up to $40</td>
</tr>
<tr>
<td>Premium Progressive</td>
<td>$60, 80% of charge less $110 Allowance</td>
<td>Up to $40</td>
</tr>
<tr>
<td>Lenticular</td>
<td>$0 Copay</td>
<td>Up to $55</td>
</tr>
<tr>
<td>Lens Options (paid by the member and added to the base price of the lens):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tint (Solid and Gradient)</td>
<td>$12</td>
<td>N/A</td>
</tr>
<tr>
<td>UV Treatment</td>
<td>$12</td>
<td>N/A</td>
</tr>
<tr>
<td>Standard Plastic Scratch Coating</td>
<td>$12</td>
<td>N/A</td>
</tr>
<tr>
<td>Standard Polycarbonate</td>
<td>$35</td>
<td>N/A</td>
</tr>
<tr>
<td>Standard Polycarbonate for Children under 19</td>
<td>$35</td>
<td>N/A</td>
</tr>
<tr>
<td>Standard Anti-Reflective Coating</td>
<td>$40</td>
<td>N/A</td>
</tr>
<tr>
<td>Polarized</td>
<td>20% off retail price</td>
<td>N/A</td>
</tr>
<tr>
<td>Other Add-Ons and Services</td>
<td>30% off retail price</td>
<td>N/A</td>
</tr>
<tr>
<td>Contact Lenses (allowance covers materials only):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conventional</td>
<td>$0 Copay, $100 allowance; 15% off balance over $100</td>
<td>Up to $80</td>
</tr>
<tr>
<td>Disposables</td>
<td>$0 Copay, $100 allowance; balance over $100</td>
<td>Up to $80</td>
</tr>
<tr>
<td>Medically Necessary</td>
<td>$0 Copay, Paid in Full</td>
<td>Up to $200</td>
</tr>
<tr>
<td>LASIK and PRK Vision Correction Procedures</td>
<td>15% off retail price OR</td>
<td>5% off promotional pricing</td>
</tr>
</tbody>
</table>

Additional Pairs Benefit

Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.

Frequency:

- Exam: Once every 12 months
- Frames: Once every 12 months
- Standard Plastic Lenses or Contact Lenses: Once every 12 months

Additional Purchases and Out-of-Pocket Discount

Member receives a 30% discount on items not covered by the plan at network Providers, which cannot be combined with any other discounts or promotional offers; the discount does not apply to EyeMed’s Providers’ professional services or disposable contact lenses.

Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.

Benefits are not provided for services or materials arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Anisikonic lenses; Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; Services provided as a result of any Workers’ Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy; or Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.
APPENDIX C – SUMMARY OF DENTAL PLAN BENEFITS
January 1, 2018

<table>
<thead>
<tr>
<th>Item/Service</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Maximum Benefit</strong> (does not apply to Class 1)</td>
<td>$2,000 per covered person</td>
</tr>
<tr>
<td><strong>Orthodontia Lifetime Maximum</strong> (Children under 19)</td>
<td>$2,000 per covered child</td>
</tr>
<tr>
<td><strong>Class 1: Diagnostic &amp; Preventative Services</strong> (Exams, Cleanings, X-Rays)</td>
<td>Plan pays 75% / You pay 25%</td>
</tr>
<tr>
<td><strong>Class 2: Basic Services</strong> (Extractions, Fillings, Oral Surgery, Periodontics, Endodontics, Crowns)</td>
<td>Plan pays 75% / You pay 25%</td>
</tr>
<tr>
<td><strong>Class 3: Major Services</strong> (Bridges, Prosthodontic, Dentures)</td>
<td>Plan pays 50% / You pay 50%</td>
</tr>
<tr>
<td><strong>Class 4: Orthodontic Services</strong> (Children under age 19)</td>
<td>Plan pays 50% / You pay 50%</td>
</tr>
</tbody>
</table>

**Maximum Contract Benefit**
$2,000 per person total per benefit year on Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of $2,000 per eligible person.

**Waiting Period**
Employees eligible for dental benefits are covered following 90 days of continuous employment.

**Enrollment**
Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under one subscriber and shall receive benefits under one contract without coordination of benefits under this dental contract.
APPENDIX D –
HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM

This program is offered in accordance with City policy and is in effect as specified here until it is changed, amended or discontinued by the City.

1. **Waiver and Amount of Payment**: Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a “life event” by notifying the Benefits Team at the Human Resources Department and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a $2000 cash payment for every Plan Year in which they elect not to participate in the City’s health care programs. ($1800 for medical, $150 for dental and $50 for vision coverage). This payment is included in an employee’s taxable gross income and subject to all appropriate state and federal taxes and pension contributions. Payments will be made in equal payments over 26 pay periods.

2. **Eligibility**: Employees are not eligible if enrolled as a dependent in the City’s program through a current active employee or retiree. To take advantage of this cost containment program, employees must meet the following criteria:
   
   a) Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.

   b) Employees must complete and submit a waiver election through UKG.

3. **Re-Entry into the City's Health Insurance Programs**: Employees who have elected not to participate in the City's health care coverage programs may re-enter the City's programs only during the annual Open Enrollment period or if the employee loses their coverage under the alternate arrangement. The employee must provide written proof of the loss within 30 days from the date of the loss. If an employee's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits Team, such coverage shall be restored immediately.

4. **Termination of the Program**: The City reserves the right to terminate this program at any time. In the event of a termination, the program will officially expire at the end of the current plan year.
APPENDIX E -
RETIREMENT HEALTH REIMBURSEMENT ACCOUNT CREDITS
FOR AFSCME MEMBERS HIRED AFTER AUGUST 29, 2011

This chart summarizes the amount credited to each employee hired after August 29, 2011, (or who transferred to a bargaining unit position from another position in which he/she was not eligible for employer paid retirement health care coverage) to the Retirement Health Reimbursement Account. The actual amounts contributed by the City are actuarially determined.

<table>
<thead>
<tr>
<th>Year of Credit</th>
<th>Date of Credit</th>
<th>Amount of Credit</th>
<th>Contract Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>End of calendar year&lt;sup&gt;3&lt;/sup&gt;</td>
<td>$2500</td>
<td>August 29, 2011-December 31, 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 26, Section 3</td>
</tr>
<tr>
<td>2012</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>August 29, 2011-December 31, 2013</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 26, Section 3</td>
</tr>
<tr>
<td>2013</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>March 25, 2013 – December 31, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 26, Section 3</td>
</tr>
<tr>
<td>2014</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>March 25, 2013 – December 31, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 26, Section 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 26, Section 3</td>
</tr>
<tr>
<td>2016</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>March 25, 2013 – December 31, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 26, Section 3</td>
</tr>
<tr>
<td>2017</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>March 25, 2013 – December 31, 2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 26, Section 3</td>
</tr>
<tr>
<td>2018</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 1, 2018 – December 31, 2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 28, Section 3</td>
</tr>
<tr>
<td>2019</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 1, 2018 – December 31, 2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 28, Section 3</td>
</tr>
<tr>
<td>2020</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 1, 2018 – December 31, 2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 28, Section 3</td>
</tr>
<tr>
<td>2021</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 1, 2018 – December 31, 2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 28, Section 3</td>
</tr>
<tr>
<td>2022</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 2, 2022 – December 31, 2025</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 27, Section 3</td>
</tr>
<tr>
<td>2023</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 2, 2022 – December 31, 2025</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 27, Section 3</td>
</tr>
<tr>
<td>2024</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 2, 2022 – December 31, 2025</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 27, Section 3</td>
</tr>
<tr>
<td>2025</td>
<td>End of calendar year</td>
<td>$2500</td>
<td>January 2, 2022 – December 31, 2025</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Article 27, Section 3</td>
</tr>
</tbody>
</table>

<sup>3</sup> Employees received pro-rata credit for the period from hire date to end of calendar year
APPENDIX F – PRESCRIPTION SAFETY EYEGLASS PROGRAM

The City of Ann Arbor has established this prescription safety eyeglass program to assist city units in obtaining prescription safety glasses. City units may utilize this program in providing prescription safety glasses for their qualifying staff.

Eligibility

On a calendar-year annual basis, the City of Ann Arbor will provide one pair of American National Standards Institute (ANSI Z87.1-2010) approved protective prescription safety glasses to permanent, full time City employees who need corrective vision lenses.

Temporary and part time employees are not eligible for City-provided glass but can purchase prescription protective eyewear at discounted (vendor set) rates.

Program Conditions

1. The employee is a regular staff member.
2. The employee must present a valid and current eyeglass prescription.
3. Employee must wear city issued safety glasses at all times the City requires eye PPE.
4. Employees who have a valid prescription for corrective lenses can receive one pair of prescription safety glasses per fiscal year.
5. Employee may select regular tint or sunglasses. Employees may elect to purchase regular glasses one year and sunglasses in another year.
6. Employee can purchase transition lenses if he/she chooses but must pay any differences in cost per the allowed lenses.
7. Employee cannot wear sunglasses at night.
8. Employee can purchase either glasses with permanent or removable side shields.
9. The vendor offers additional features such as polarized and tinted lens. The City will not cover the cost of any additional features.
10. Employees should visit the vendor during working hours. All efforts should be made by the employee to accommodate the working schedule of the unit. Employees should notify and schedule vendor visits with their immediate supervisor.
11. The City is not responsible for mid-year replacements for lost or broken eyeglasses or for replacement if prescription changes.
12. The eyeglasses must be purchased through the authorized vendor. Reimbursements will not be provided for glasses purchased from any other source, including the employee’s personal eye care provider.

Procedures for Obtaining Prescription Safety Glasses

1. Employee obtains the required SVS Vision Authorization Form (contact Safety Unit or Unit Safety Training Liaison for form).
2. Employee completes required portions of SVS Vision Authorization Form.
3. Employee schedules with supervisor or manager to visit an SVS Vision location.
4. The employee will take the form, along with their current eyeglass prescription to an SVS Vision location of their choosing.
5. If employee chooses other options not covered under this program, the employee will provide payment at time of service to SVS Vision. If employee chooses glasses covered under this program, the invoice will be sent to the Safety Unit for routing and processing.
6. If glasses require shipping, employee will provide shipping location information. It is suggested the shipping location be the employee’s unit.

See listing below for the items provided under this program. Any frame upgrades or additional options such as premium progressives, anti-reflective coatings, etc. will be incurred by the employee at the time of order.

Upon receipt of the invoice, the Safety Unit or Finance will forward the invoice to the unit for proper processing and payment.

**Reminder:** *Prescription safety glasses do not provide adequate splash protection for large amounts of liquids!* In work areas where hazardous biological or chemical materials are used in sufficient quantities to pose a splash hazard, the individual departments must provide chemical splash goggles and/or face shields and require their use by employees when working with these materials.

Side shields must be worn during all tasks where safety glasses are needed. Permanent or removable side shields are provided on all prescription safety glasses provided through the prescription safety glass program.

**Prescription Safety Glasses**

The prescription safety glass program provides the following:

1) Standard frame selection
2) Standard single, bifocal (ST28) and trifocal (ST7x28), or standard progressive lenses
3) Permanent or removable Side shields (required on all glasses provided through the prescription safety glass program)
4) Polycarbonate
5) Scratch-resistant, UV coatings, tint (for sunglasses)

The employee is responsible for the cost of upgrades or additional options added. Payment will be required at the time of purchase.

**Note:** *Indoor Shade 2, gradient, transitions and photochromic tints are not included in the cost of this program.*

**Non-Prescription Eye Protection**

Non-prescription eye protection can be obtained via the work unit.
APPENDIX G –
RETURN OF JOB TITLES

Should any of the job titles in Appendix G or job duties associated with the job titles, return to the City as employment opportunities, AFSCME Local 369 will be the sole and exclusive Labor Representative.

1) Parking Facility Custodian Attendant
2) Laborer
3) Janitor
4) Parking Facility Attendant I
5) Automotive Parts Chaser
6) Clerk Typist
7) Engineering Technician I, I(cp), II, II(cp), III, III(cp), IV, IV(cp)
8) Draftsperson I, II, III
9) Senior Surveyor
10) CD Housing Relocation Specialists
11) Land Development Coordinator
12) Land Development Coordinator (cp)
13) Maintenance Worker
14) Utilities Serviceperson I
15) Water Meter Repairperson II
16) Scale master
17) Forestry Grounds person II
18) Tree Trimmer I
19) Procurement Coordinator (cp)
20) Parking Enforcement Officer I
21) Section 8 Coordinator
22) Program Specialist
23) Public Housing Specialist
24) Public Housing Specialist (cp)
25) Park Ranger
26) FOT-Communications Levels 1 and 2
Employees in the classifications as noted in Appendix H with a CP will be entitled to Certification Premium Pay as listed in the pay ranges and documented within the position descriptions and progression models. Additional Certification Premium Pay may be added to the position descriptions and progression models if agreed to between the Employer and the Union.

<table>
<thead>
<tr>
<th>Class Code</th>
<th>Class Title</th>
<th>Progression Level</th>
<th>Pay Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>110014</td>
<td>Administrative Assistant I</td>
<td>I</td>
<td>10</td>
</tr>
<tr>
<td>110024</td>
<td>Administrative Assistant II</td>
<td>II</td>
<td>12</td>
</tr>
<tr>
<td>110034</td>
<td>Administrative Assistant III</td>
<td>III</td>
<td>16</td>
</tr>
<tr>
<td>110044</td>
<td>Administrative Assistant IV</td>
<td>IV</td>
<td>21</td>
</tr>
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**Solid Waste, Streets, Utilities and Forestry**

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AFSCME Wages Effective
3/21/2022**

NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

** For employees hired before 01/01/2015 (employees hired after 01/01/2015 refer to the ”New Hire Wage Scales”)

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### Agreement between City of Ann Arbor and AFSCME

**January 1, 2022 – December 31, 2025**

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January 1, 2022 – December 31, 2025

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**Notes:** 1. Wage increases are applied at step 1 and differentials are maintained across all steps.
AFSCME Wages Effective 1/1/2023**

NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

** For employees hired before 01/01/2015 (employees hired after 01/01/2015 refer to the "New Hire Wage Scales")

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|               | $27.22   | $29.48   | $30.28   | $30.89   | $31.68   | $32.44   |

| **Range 24.5CP** | $53,227.20 | $60,923.20 | $62,774.40 | $64,230.40 | $66,019.20 | $67,912.00 |
|                 | $2,047.20 | $2,343.20 | $2,414.40 | $2,470.40 | $2,539.20 | $2,612.00 |
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| **Range 25** | $56,596.80 | $61,360.00 | $62,816.00 | $64,251.20 | $65,894.40 | $67,371.20 |
|              | $2,176.80 | $2,360.00 | $2,416.00 | $2,471.20 | $2,534.40 | $2,591.20 |
|              | $27.21   | $29.50   | $30.20   | $30.89   | $31.68   | $32.39   |

| **Range 25CP** | $57,907.20 | $62,836.80 | $64,292.80 | $65,790.40 | $67,455.44 | $68,952.00 |
|                | $2,227.20 | $2,416.80 | $2,472.80 | $2,530.40 | $2,594.40 | $2,652.00 |
|                | $27.84   | $30.21   | $30.91   | $31.63   | $32.43   | $33.15   |

| **Range 26** | $57,844.80 | $62,753.60 | $64,188.80 | $65,382.00 | $67,308.80 | $68,952.00 |
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| **Range 26CP** | $59,342.40 | $64,230.40 | $65,873.60 | $67,454.40 | $69,035.20 | $70,678.40 |
|                | $2,282.40 | $2,470.40 | $2,533.60 | $2,594.40 | $2,655.20 | $2,716.40 |
|                | $28.53   | $30.88   | $31.67   | $32.43   | $33.19   | $34.83   |

| **Range 27** | $59,488.00 | $64,292.80 | $65,915.20 | $67,392.00 | $69,035.20 | $70,844.80 |
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|              | $28.60   | $30.91   | $31.69   | $32.40   | $33.19   | $34.06   |

| **Range 27CP** | $60,902.40 | $65,894.40 | $67,475.20 | $69,056.00 | $70,699.20 | $72,696.00 |
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|                | $29.28   | $31.68   | $32.44   | $33.20   | $33.99   | $34.95   |

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### Agreement between City of Ann Arbor and AFSCME

**January 1, 2022 – December 31, 2025**

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**Notes:** 1. Wage increases are applied at step 1 and differentials are maintained across all steps.
AFSCME Wages Effective
1/1/2024**

NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

** For employees hired before 01/01/2015 (employees hired after 01/01/2015 refer to the "New Hire Wage Scales")

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## Agreement between City of Ann Arbor and AFSCME

January 1, 2022 – December 31, 2025

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**Notes:** 1. Wage increases are applied at step 1 and differentials are maintained across all steps.
AFSCME Wages Effective
1/1/2025**

NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

** For employees hired before 01/01/2015 (employees hired after 01/01/2015 refer to the "New Hire Wage Scales")

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## Agreement between City of Ann Arbor and AFSCME
### January 1, 2022 – December 31, 2025

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|         | $22.97      | $25.15      | $25.72      | $26.28      | $26.90      |              |              |

| Range 17.5 | $44,886.40 | $51,480.00  | $52,915.20  | $54,371.20  | $55,952.00  | $57,574.40  | $27,68        |
|           | $1,726.40   | $1,980.00   | $2,035.20   | $2,091.20   | $2,152.00   | $2,214.40   |              |

| Range 17CP* | $48,984.00 | $53,560.00  | $55,993.60  | $57,324.80  | $58,656.00  | $58,572.80  | $28.20        |
|             | $1,884.00   | $2,060.00   | $2,105.60   | $2,153.60   | $2,204.80   | $2,256.00   |              |
|             | $23.55      | $25.75      | $26.32      | $26.92      | $27.56      |              |              |

| Range 18  | $48,880.00 | $53,456.00  | $54,600.00  | $55,910.40  | $57,262.40  | $58,572.80  | $28.36        |
|           | $1,880.00   | $2,056.00   | $2,100.00   | $2,150.40   | $2,202.40   | $2,252.80   |              |
|           | $23.50      | $25.70      | $26.32      | $26.88      | $27.53      |              |              |

| Range 18.5 | $46,196.80 | $52,894.40  | $54,329.60  | $55,931.20  | $57,553.60  | $58,988.80  | $28.16        |
|           | $1,776.80   | $2,034.40   | $2,089.60   | $2,151.20   | $2,213.60   | $2,268.80   |              |
|           | $22.21      | $25.43      | $26.12      | $26.89      | $27.67      |              |              |

| Range 18CP* | $50,107.20 | $54,745.60  | $55,993.60  | $57,324.80  | $58,656.00  | $59,987.20  | $28.84        |
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| Range 19  | $50,065.60 | $54,641.60  | $55,931.20  | $57,283.20  | $58,593.60  | $59,758.40  | $28.73        |
|           | $1,925.60   | $2,101.60   | $2,151.20   | $2,203.20   | $2,253.60   | $2,298.40   |              |
|           | $24.07      | $26.27      | $26.89      | $27.54      | $28.17      |              |              |

| Range 19CP* | $51,334.40 | $55,993.60  | $57,324.80  | $58,656.00  | $59,987.20  | $61,318.40  | $29.48        |
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|             | $24.68      | $26.92      | $27.56      | $28.20      | $28.84      |              |              |

| Range 20  | $51,209.60 | $55,931.20  | $57,283.20  | $58,593.60  | $59,758.40  | $61,131.20  | $30.11        |
|           | $1,969.60   | $2,151.20   | $2,203.20   | $2,253.60   | $2,298.40   | $2,351.20   |              |
|           | $24.62      | $26.89      | $27.54      | $28.17      | $28.73      |              |              |

| Range 20.5 | $48,880.00 | $55,910.40  | $57,532.80  | $58,968.00  | $60,632.00  | $62,171.20  |              |
|            | $1,880.00   | $2,150.40   | $2,212.80   | $2,268.00   | $2,332.00   | $2,391.20   |              |
|            | $23.50      | $26.88      | $27.66      | $28.35      | $29.15      |              |              |
### Agreement between City of Ann Arbor and AFSCME
January 1, 2022 – December 31, 2025

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**Range 29CP**

| Range 30 | $65,291.20 | $70,553.60 | $72,404.80 | $74,276.80 | $76,128.00 | $78,020.80 | $79,976.00 |
| $2,511.20 | $2,713.60 | $2,784.80 | $2,856.80 | $2,928.00 | $3,000.80 | $3,076.00 |
| $31.39 | $33.92 | $34.81 | $35.71 | $36.60 | $37.51 | $38.45 |

**Range 30**

| Range 30CP | $66,934.40 | $72,404.80 | $74,276.80 | $76,128.00 | $78,020.80 | $79,976.00 |
| $2,574.40 | $2,784.80 | $2,856.80 | $2,928.00 | $3,000.80 | $3,076.00 | $3,152.80 |
| $32.18 | $34.81 | $35.71 | $36.60 | $37.51 | $38.45 |

**Range 30CP**

| Range 31 | $66,934.40 | $72,404.80 | $74,276.80 | $76,128.00 | $78,020.80 | $79,976.00 | $81,972.80 |
| $2,574.40 | $2,784.80 | $2,856.80 | $2,928.00 | $3,000.80 | $3,076.00 | $3,152.80 |
| $32.18 | $34.81 | $35.71 | $36.60 | $37.51 | $38.45 | $39.41 |

**Range 31**

| Range 31CP | $68,577.60 | $74,256.00 | $76,107.20 | $78,000.00 | $79,955.20 | $81,952.00 | $83,990.40 |
| $2,637.60 | $2,856.00 | $2,927.20 | $3,000.00 | $3,075.20 | $3,152.00 | $3,230.40 |
| $32.97 | $35.70 | $36.59 | $37.50 | $38.44 | $39.40 | $40.38 |

**Range 31CP**

| Range 32 | $68,577.60 | $74,256.00 | $76,107.20 | $78,000.00 | $79,955.20 | $81,952.00 | $83,990.40 |
| $2,637.60 | $2,856.00 | $2,927.20 | $3,000.00 | $3,075.20 | $3,152.00 | $3,230.40 |
| $32.97 | $35.70 | $36.59 | $37.50 | $38.44 | $39.40 | $40.38 |

**Range 32**

| Range 32CP | $70,324.80 | $76,148.80 | $78,041.60 | $79,996.80 | $81,993.60 | $84,032.00 |
| $2,704.80 | $2,928.80 | $3,001.60 | $3,076.80 | $3,153.60 | $3,232.00 |
| $33.81 | $36.61 | $37.52 | $38.46 | $39.42 | $40.40 |

**Range 32CP**

| Range 33 | $70,324.80 | $76,148.80 | $78,041.60 | $79,996.80 | $81,993.60 | $84,032.00 | $86,091.20 |
| $2,704.80 | $2,928.80 | $3,001.60 | $3,076.80 | $3,153.60 | $3,232.00 | $3,311.20 |
| $33.81 | $36.61 | $37.52 | $38.46 | $39.42 | $40.40 | $41.39 |

**Range 33**

| Range 33CP | $72,092.80 | $78,020.80 | $79,976.00 | $81,972.80 | $84,011.20 | $86,070.40 | $88,212.80 |
| $2,772.80 | $3,000.80 | $3,076.00 | $3,152.80 | $3,231.20 | $3,310.40 | $3,392.80 |
| $34.66 | $37.51 | $38.45 | $39.41 | $40.39 | $41.38 | $42.41 |

**Notes:** 1. Wage increases are applied at step 1 and differentials are maintained across all steps.
NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

APPENDIX

J

New Hires
Effective 3/21/2022

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**Range 29CP** | $62,441.60 | $65,561.60 | $67,288.00 | $69,035.20 | $70,761.60 | $72,529.60
 | $2,401.60 | $2,521.60 | $2,588.00 | $2,655.20 | $2,721.60 | $2,789.60
 | $30.02 | $31.52 | $32.35 | $33.19 | $34.02 | $34.87

**Range 30** | $62,441.60 | $65,561.60 | $67,288.00 | $69,035.20 | $70,761.60 | $72,529.60
 | $2,401.60 | $2,521.60 | $2,588.00 | $2,655.20 | $2,721.60 | $2,789.60
 | $30.02 | $31.52 | $32.35 | $33.19 | $34.02 | $34.87

**Range 30CP** | $64,022.40 | $67,225.60 | $68,972.80 | $70,699.20 | $72,467.20 | $74,276.80
 | $2,462.40 | $2,585.60 | $2,652.80 | $2,719.20 | $2,787.20 | $2,856.80
 | $30.78 | $32.32 | $33.16 | $33.99 | $34.84 | $35.71

**Range 31** | $64,022.40 | $67,225.60 | $68,972.80 | $70,699.20 | $72,467.20 | $74,276.80
 | $2,462.40 | $2,585.60 | $2,652.80 | $2,719.20 | $2,787.20 | $2,856.80
 | $30.78 | $32.32 | $33.16 | $33.99 | $34.84 | $35.71

**Range 31CP** | $65,582.40 | $68,868.80 | $70,595.20 | $72,363.20 | $74,152.00 | $76,003.20
 | $2,522.40 | $2,648.80 | $2,715.20 | $2,783.20 | $2,852.00 | $2,923.20
 | $31.53 | $33.11 | $33.94 | $34.79 | $35.65 | $36.54

**Range 32** | $65,582.40 | $68,868.80 | $70,595.20 | $72,363.20 | $74,152.00 | $76,003.20
 | $2,522.40 | $2,648.80 | $2,715.20 | $2,783.20 | $2,852.00 | $2,923.20
 | $31.53 | $33.11 | $33.94 | $34.79 | $35.65 | $36.54

**Range 32CP** | $67,267.20 | $70,636.80 | $72,404.80 | $74,214.40 | $76,044.80 | $77,937.60
 | $2,587.20 | $2,716.80 | $2,784.80 | $2,854.40 | $2,924.80 | $2,997.60
 | $32.34 | $33.96 | $34.81 | $35.68 | $36.56 | $37.47

**Range 33** | $67,267.20 | $70,636.80 | $72,404.80 | $74,214.40 | $76,044.80 | $77,937.60
 | $2,587.20 | $2,716.80 | $2,784.80 | $2,854.40 | $2,924.80 | $2,997.60
 | $32.34 | $33.96 | $34.81 | $35.68 | $36.56 | $37.47

**Range 33CP** | $68,952.00 | $72,404.80 | $74,214.40 | $76,044.80 | $77,937.60 | $79,892.80
 | $2,652.00 | $2,784.80 | $2,854.40 | $2,924.80 | $2,997.60 | $3,072.80
 | $33.15 | $34.81 | $35.68 | $36.56 | $37.47 | $38.41

**Notes:** Wage increases are applied at step 1 and differentials are maintained across all steps.
NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

APPENDIX

New Hires
Effective 1/1/2023

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### Agreement between City of Ann Arbor and AFSCME

**January 1, 2022 – December 31, 2025**

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| Range 29 | $62,275.20 | $65,395.20 | $66,996.80 | $68,764.80 | $70,553.60 | $72,321.60 | $74,110.40 |
|          | $2,395.20 | $2,515.20 | $2,576.80 | $2,644.80 | $2,713.60 | $2,781.60 | $2,850.40 |
|          | $29.94 | $31.44 | $32.21 | $33.06 | $33.88 | $34.79 | $35.63 |

| Range 29CP* | $63,856.00 | $67,038.40 | $68,806.40 | $70,595.20 | $72,363.20 | $74,152.00 |
|            | $2,456.00 | $2,578.40 | $2,646.40 | $2,715.20 | $2,783.20 | $2,852.00 |
|            | $30.70 | $32.23 | $33.08 | $33.94 | $34.79 | $35.95 |

| Range 30 | $63,856.00 | $67,038.40 | $68,806.40 | $70,595.20 | $72,363.20 | $74,152.00 | $76,024.00 |
|          | $2,456.00 | $2,578.40 | $2,646.40 | $2,715.20 | $2,783.20 | $2,852.00 | $2,924.00 |
|          | $30.70 | $32.23 | $33.08 | $33.94 | $34.79 | $35.63 | $36.55 |

| Range 30CP* | $65,457.60 | $68,744.00 | $70,532.80 | $72,280.00 | $74,089.60 | $75,940.80 |
|            | $2,517.60 | $2,644.00 | $2,712.80 | $2,780.00 | $2,849.60 | $2,920.80 |
|            | $31.47 | $33.05 | $33.91 | $34.75 | $35.62 | $36.51 |

| Range 31 | $65,457.60 | $68,744.00 | $70,532.80 | $72,280.00 | $74,089.60 | $75,940.80 | $77,833.60 |
|          | $2,517.60 | $2,644.00 | $2,712.80 | $2,780.00 | $2,849.60 | $2,920.80 | $2,993.60 |
|          | $31.47 | $33.05 | $33.91 | $34.75 | $35.62 | $36.51 | $37.42 |

| Range 31CP* | $67,059.20 | $70,408.00 | $72,176.00 | $73,985.60 | $75,816.00 | $77,708.80 | $79,643.20 |
|            | $2,579.20 | $2,708.00 | $2,776.00 | $2,845.60 | $2,916.00 | $2,988.80 | $3,063.20 |
|            | $32.24 | $33.85 | $34.70 | $35.57 | $36.45 | $37.36 | $38.29 |

| Range 32 | $67,059.20 | $70,408.00 | $72,176.00 | $73,985.60 | $75,816.00 | $77,708.80 | $79,643.20 |
|          | $2,579.20 | $2,708.00 | $2,776.00 | $2,845.60 | $2,916.00 | $2,988.80 | $3,063.20 |
|          | $32.24 | $33.85 | $34.70 | $35.57 | $36.45 | $37.36 | $38.29 |

| Range 32CP* | $68,785.60 | $72,217.60 | $74,027.20 | $75,878.40 | $77,750.40 | $79,684.80 |
|            | $2,645.60 | $2,777.60 | $2,847.20 | $2,918.40 | $2,990.40 | $3,064.80 |
|            | $33.07 | $34.72 | $35.59 | $36.48 | $37.38 | $38.31 |

| Range 33 | $68,785.60 | $72,217.60 | $74,027.20 | $75,878.40 | $77,750.40 | $79,684.80 | $81,681.60 |
|          | $2,645.60 | $2,777.60 | $2,847.20 | $2,918.40 | $2,990.40 | $3,064.80 | $3,141.60 |
|          | $33.07 | $34.72 | $35.59 | $36.48 | $37.38 | $38.31 | $39.27 |

| Range 33CP* | $70,512.00 | $74,027.20 | $75,878.40 | $77,750.40 | $79,684.80 | $81,681.60 | $83,740.80 |
|            | $2,712.00 | $2,847.20 | $2,918.40 | $2,990.40 | $3,064.80 | $3,141.60 | $3,220.80 |
|            | $33.90 | $35.59 | $36.48 | $37.38 | $38.31 | $39.27 | $40.26 |

**Notes:** 1. Wage increases are applied at step 1 and differentials are maintained across all steps.
NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

### APPENDIX J

#### New Hires

**Effective 1/1/2024**

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### Agreement between City of Ann Arbor and AFSCME

**January 1, 2022 – December 31, 2025**

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| **Range 29CP** |         |         |         |         |         |         |
| $65,291.20 | $68,556.80 | $70,345.60 | $72,176.00 | $73,985.60 | $75,816.00 |         |
| $2,511.20 | $2,636.80 | $2,705.60 | $2,776.00 | $2,845.60 | $2,916.00 |         |
| $31.39  | $32.96  | $33.82  | $34.70  | $35.57  | $36.45  |         |

| **Range 30** |         |         |         |         |         |         |
| $65,291.20 | $68,556.80 | $70,345.60 | $72,176.00 | $73,985.60 | $75,816.00 | $77,729.60 |
| $2,511.20 | $2,636.80 | $2,705.60 | $2,776.00 | $2,845.60 | $2,916.00 | $2,986.00 |
| $31.39  | $32.96  | $33.82  | $34.70  | $35.57  | $36.45  | $37.37  |

| **Range 30CP** |         |         |         |         |         |         |
| $66,934.40 | $70,283.20 | $72,113.60 | $73,902.40 | $75,753.60 | $77,646.40 |         |
| $2,574.40 | $2,703.20 | $2,773.60 | $2,842.40 | $2,913.60 | $2,986.40 |         |
| $32.18  | $33.79  | $34.67  | $35.53  | $36.42  | $37.33  |         |

| **Range 31** |         |         |         |         |         |         |
| $66,934.40 | $70,283.20 | $72,113.60 | $73,902.40 | $75,753.60 | $77,646.40 | $79,580.80 |
| $2,574.40 | $2,703.20 | $2,773.60 | $2,842.40 | $2,913.60 | $2,986.40 | $3,060.80 |
| $32.18  | $33.79  | $34.67  | $35.53  | $36.42  | $37.33  | $38.26  |

| **Range 31CP** |         |         |         |         |         |         |
| $68,577.60 | $71,988.80 | $73,798.40 | $75,649.60 | $77,521.60 | $79,456.00 | $81,432.00 |
| $2,637.60 | $2,768.80 | $2,838.40 | $2,909.60 | $2,981.60 | $3,056.00 | $3,132.00 |
| $32.97  | $34.61  | $35.48  | $36.37  | $37.27  | $38.20  | $39.15  |

| **Range 32** |         |         |         |         |         |         |
| $68,577.60 | $71,988.80 | $73,798.40 | $75,649.60 | $77,521.60 | $79,456.00 | $81,432.00 |
| $2,637.60 | $2,768.80 | $2,838.40 | $2,909.60 | $2,981.60 | $3,056.00 | $3,132.00 |
| $32.97  | $34.61  | $35.48  | $36.37  | $37.27  | $38.20  | $39.15  |

| **Range 32CP** |         |         |         |         |         |         |
| $70,324.80 | $73,840.00 | $75,691.20 | $77,584.00 | $79,497.60 | $81,473.60 |         |
| $2,704.80 | $2,840.00 | $2,911.20 | $2,984.00 | $3,057.60 | $3,133.60 |         |
| $33.81  | $35.50  | $36.39  | $37.30  | $38.22  | $39.17  |         |

| **Range 33** |         |         |         |         |         |         |
| $70,324.80 | $73,840.00 | $75,691.20 | $77,584.00 | $79,497.60 | $81,473.60 | $83,512.00 |
| $2,704.80 | $2,840.00 | $2,911.20 | $2,984.00 | $3,057.60 | $3,133.60 | $3,212.00 |
| $33.81  | $35.50  | $36.39  | $37.30  | $38.22  | $39.17  | $40.15  |

| **Range 33CP** |         |         |         |         |         |         |
| $72,092.80 | $75,691.20 | $77,584.00 | $79,497.60 | $81,473.60 | $83,512.00 | $85,633.60 |
| $2,772.80 | $2,911.20 | $2,984.00 | $3,057.60 | $3,133.60 | $3,212.00 | $3,293.60 |
| $34.66  | $36.39  | $37.30  | $38.22  | $39.17  | $40.15  | $41.17  |

Notes: 1. Wage increases are applied at step 1 and differentials are maintained across all steps.
NOTE: Yearly salary rates are based on 2,080 hours worked. Employees covered under this contract are hourly employees.

APPENDIX J

New Hires
Effective 1/1/2025

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### Agreement between City of Ann Arbor and AFSCME

**January 1, 2022 – December 31, 2025**

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Notes: 1. Wage increases are applied at step 1 and differentials are maintained across all steps.
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