

COLLECTIVE BARGAINING AGREEMENT

THE CITY OF ANN ARBOR
AND
ANN ARBOR POLICE PROFESSIONAL ASSISTANTS
AFFILIATED WITH THE
TECHNICAL PROFESSIONAL OFFICE WORKERS
ASSOCIATION OF MICHIGAN

COMMENCING January 1, 2018
CONCLUDING December 31, 2021

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AGREEMENT

THIS AGREEMENT, made and entered into May 21, 2018 (the date approved by City Council), between the City of Ann Arbor, a Michigan Municipal Corporation, and hereinafter termed the “Employer”, and the Local Union Ann Arbor Police Professional Assistants (AAPPA), affiliated with the Technical Professional Office Workers Association of Michigan (TPOAM) 27065 Joy Road, Redford, Michigan 48239, hereinafter called the “Union”.

Section 1: Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide quality law enforcement in an efficient and effective manner to the community.

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

Section 2: Non-Discrimination

The Employer and Union are committed to providing every employee a workplace free from unlawful discrimination and harassment under applicable state, federal, and local law (City's Non-Discrimination Ordinance, Chapter 112). The Employer shall take steps to assure 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.

ARTICLE 1: RECOGNITION

Section 1: 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 Technical Professional Office Workers Association of Michigan as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of Ann Arbor Police Professional Assistants in the Ann Arbor Police Department, Safety Services Service Area. It is agreed between the Union and Employer that the Management Assistant to the Chief of Police is not included within this unit and that the collective bargaining unit shall consist only of the following designated classification: Ann Arbor Police Professional Assistants.

Section 2: Temporary employees, as those terms are defined in the Human Resources Policies and Procedures, may be hired to perform bargaining unit work for the purpose of, among other things, helping cover peak work load periods, relieving staff shortages, staffing short term projects, and providing relief for employee absences. The hiring of temporary employees shall not cause a layoff or reduction in full-time, 40-hours per week bargaining unit employees, nor a reduction in their regular work hours or benefits. A temporary employee may not be employed for bargaining unit work for more than 10 consecutive months. Temporary employees are not represented by the Union.

Section 3: 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.

Section 4: Notwithstanding any other provision of this Agreement or any dues deduction authorization form provided by the Union, a bargaining unit member may rescind his or her dues deduction authorization by providing at least thirty (30) calendar days' written notice to payroll and to the Union's Treasurer. Upon receipt of such notice, the Employer will cease making deductions for such member as soon as it is administratively feasible, but no later than thirty (30) calendar days after receipt of the notice. Should the member wish to reactivate dues deductions under this Article, such a request will be processed in accordance with this Article upon receipt of a new form authorizing dues deductions.

The Employer agrees to deduct the regular monthly dues or representation fees in amount certified to the Employer by the Association from the last paycheck of every month of each employee who has executed a currently valid payroll deduction authorization card.

The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

Section 5: Aid to Other Organizations; The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 2: MANAGEMENT RIGHTS

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

Section 1: Contracts

The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is vested in the City. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members.

Section 2: Reclassification

The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or to make changes in assigned duties and responsibilities; provided, however, no employee shall be assigned duties which are not customarily performed by persons in his/her respective job classification. It is agreed that such reclassification shall not be arbitrary or capricious, but shall be based on skill and proper evaluation.

Section 3: City and Departmental Rules

Employer retains the right to issue City-wide policies and procedures, Department policies and procedures, and any Division-specific policies and procedures (collectively, Guidelines). Employer shall uniformly enforce Guidelines that do not modify or conflict with the existing Contract. The Guidelines and Contract should be read as complementary and be construed to give meaning to both. If a provision in any of the Guidelines conflicts with the Contract, the Contract will control with respect to that specific provision.

Thirty (30) calendar days prior to implementation of any changes or additions to the Guidelines affecting the bargaining unit, the proposed Guidelines will be submitted to the Chief Steward for review and input. The Employer shall be responsible for notifying bargaining unit members of any changes or additions to Guidelines.

A copy of the Guidelines shall be readily available online. Upon request, the Employer shall provide a copy of the Guidelines to each bargaining unit member. The bargaining unit member will be given reasonable work time to review any Guidelines.

The Division Commander or his/her designee shall be responsible for explaining the Guidelines to the bargaining unit members. If a member does not understand the explanation, the member shall submit the question in writing to the Chief or Human Resources Services. A written answer will be provided to the member within seven (7) business days.

ARTICLE 3: WORK PERFORMANCE

All employees are expected to have a satisfactory level of performance with respect to all the duties of their positions. When an employee demonstrates a consistent pattern of unsatisfactory work performance and fails to respond to corrective measures, 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. The PIP program's intended purpose is for employee training and work improvement.

In such cases as above, the employee's Unit Commander and/or designated representative will prepare a written summary of the deficiencies with documented examples and a performance improvement plan including specific expectations with measurable objectives that will be reviewed by the Human Resources Service Unit.

The supervisor or designated representative will then review these documents with the employee and Chief Steward. The Human Resources Performance Improvement Plan will be part of the documentation used by the Unit Commander and/or his designated representative.

The performance improvement plan will be no less than one hundred twenty (120) calendar days in time and will include at least four (4) meetings held at least every thirty (30) days to review the status of the performance improvement plan with the employee and their union representation. At the end of the performance improvement plan, the Unit Commander 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. A probationary employee may be terminated without recourse per Article 9. In the case of a non-probationary employee, progressive discipline for just cause up to termination may be applied.

ARTICLE 4: DISCIPLINE AND DISCHARGE

Section 1: Disciplinary Procedure

When an employee is suspected of engaging in misconduct which could lead to discipline or discharge, the employee's immediate supervisor or PSS will notify the employee within ten (10) calendar days after knowledge of the events giving rise to possible disciplinary action. In the case of any alleged misconduct which requires an investigation, such investigation shall be concluded within a reasonable period of time (within 15 calendar days).

Before any disciplinary action is taken against a member, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to his/her superior officer who is rendering such discipline. The member may be represented during the investigation by a Steward.

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

Notice shall be given to the Union by the Employer of any discipline or discharge within twenty-four (24) hours of the imposition of such discipline or discharge, except as specifically accepted herein. Discipline shall be progressive in nature, and for just cause. In certain situations where the complaint or accusation is of serious nature, progressive steps may not apply.

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

Section 2: Past Infractions

In imposing any discipline on a current charge, the Employer will not base his/her decision upon any prior infractions of City or departmental rules or regulations which occurred more than twenty four months (24) months previously, unless directly related to the current charge.

Section 3: Verbal Reprimand

The procedure as outlined above shall be applicable to all disciplinary proceedings except for verbal reprimands, which are exempt from the provision of this agreement, except Section 2 above. In a case of a verbal reprimand to be used by the Employer at a later date, the supervisor initiating it will note it on the evaluation worksheets and it will be

reflected on the employee's annual evaluation. The evaluation becomes part of the personnel file.

Section 4: Relieved or Suspended Pending Investigation

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

ARTICLE 5: GRIEVANCE PROCEDURE

Section 1: “Grievance” means any and all disputes about interpretations or applications of particular clauses of this Agreement, or about alleged violations of this Agreement.

Section 2: The purpose of this grievance procedure is to establish effective process for the fair, expeditious and orderly adjustment of grievances or disputes. The informal resolution of grievances or disputes is urged, and it is encouraged that they be resolved at the lowest possible level of supervision. This will generally involve the employee meeting with his/her immediate supervisor.

Section 3: Grievances shall be processed according to the following procedures:

- a) Preliminary Step: An employee who feels he/she has been aggrieved or dealt with unfairly or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his/her complaint with their immediate supervisor given the nature of the grievance. The employee has the right to have a Steward present at this initial discussion if he/she chooses. This discussion must occur within fourteen (14) calendar days after the occurrence of the event upon which the complaint is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The immediate supervisor shall make arrangements for the employee to be off his/her job for a reasonable period of time up to thirty (30) minutes, in order to discuss the complaint with his/her Steward. The immediate supervisor shall respond to the union and the employee in writing within five (5) calendar days.
- b) Step 1: If the employee and/or union are not satisfied with the immediate supervisor’s written response, the aggrieved employee may file a formal grievance on the grievance form. The grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. The grievance shall be presented to the Deputy Chief within fourteen (14) calendar days after the receipt of the lieutenant’s written response.
- c) Step 2: Within fourteen (14) calendar days after the grievance is presented to the Deputy Chief, a meeting will be held with the Deputy Chief, the Chief Steward, or the Chief Steward’s designee, and the aggrieved member. A written answer shall be rendered by the Deputy Chief within fourteen (14) calendar days of the meeting. The thirty (30) minute time limit in Section 3 a) shall not apply to Step 2 and all remaining steps of the grievance procedure.
- d) Step 3: If the grievance is not satisfactorily settled at Step 2, the Chief Steward or his/her designee may appeal to the Chief of Police within fourteen (14) calendar days of the Step 2 decision. The Chief or his/her designee, the Union President or his/her designee, and the aggrieved member will meet within fourteen (14) calendar days of the receipt of the grievance by the Chief. A written answer shall

be rendered by the Chief or his/her designee within fourteen (14) calendar days after that meeting.

- e) Step 4: If the grievance is not satisfactorily settled at Step 3, the Association shall have the right to appeal to the Director of Human Resources; provided said appeal is made within twenty one (21) calendar days of receipt of the written Third Step answer. The representatives of the Association shall meet with the Director of Human Resources and/or his/her designated representatives within fourteen (14) calendar days of the presentation of the appeal. The Director of Human Resources or designated representative's written answer shall be filed within fourteen (14) calendar days after that meeting. In lieu of filing an answer, the Director of Human Resources, in his/her discretion, may submit the grievance to a mutual agreeable arbitrator. If the parties are unable to agree on an arbitrator, the services of the American Arbitration Association shall be used in making a selection. In such case, the decision of the arbitrator shall be binding on both parties.

- f) Step 5: If the Fourth Step answer is unsatisfactory to both the Association and the employee, the grievance may be submitted to a mutually agreeable arbitrator; provided said submission is made in writing within fourteen (14) calendar days after receipt of the written Step 4 answer. If the parties are unable to agree on an arbitrator, the grievance shall be submitted to arbitration through the American Arbitration Association in accordance with its voluntary labor arbitration rules; provided such submission is made in writing within fourteen (14) calendar days of receipt of the Step 4 answer. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or Association, nor shall he/she exercise any responsibility or function of the Employer or the Association.

It is recognized that some issues that may be the focus of a grievance are only able to be addressed properly at Step 3, 4, or 5. Examples of this are issues related to benefits or issues that affect multiple union members. In these cases, the union may appeal to the Chief of Police to "fast track" the process skipping the preliminary step and steps 1 and 2. If a new grievance is submitted to the Chief of Police, she/he will either handle the grievance starting at Step 3 or will direct the Union to begin at a different step.

Section 4: If the grievance is submitted to an arbitrator by the Director of Human Resources under Step 4, the City shall pay the arbitrator's fee. If the grievance is submitted to arbitration pursuant to Step 5, the expenses and fees of arbitration shall be shared equally by the Employer and the Association. 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.

Section 5: Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the

intervention of the Steward or Association officers; provided, however, that the Employer shall notify the Association of adjustments made in accordance with this Section. In no event shall any such adjustment be contrary or inconsistent with the terms of any agreement between the Employer and the Association.

Section 6: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Association by written appeal within the proper time limit after the answer is due.

Section 7: The Association shall provide the POAM grievance form for use in the grievance procedure. One copy of this form shall be the property of the employee filing the grievance, one copy shall be property of the Employer, and the remaining copy will be property of the Union.

ARTICLE 6: STEWARDS

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

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

ARTICLE 7: UNION ACTIVITY

Section 1: Discussions of Union Business

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

Section 2: Bulletins and Orders

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

Section 3: No Strike Clause

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

ARTICLE 8: SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and Employer representatives within a reasonable amount of time after the request of either party, subject to the following conditions:

- a) Such meetings shall be held only as a necessary and shall not become unreasonable in number, and shall not exceed one (1) per month.
- b) Such meetings shall be attended by a maximum of two (2) Union representatives chosen by the Steward unless additional representatives are requested by the Chief.
- c) There must be a reasonable advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda.
- d) Such special conferences shall be held during the regularly scheduled working hours. Employees shall be paid for all the time necessarily lost from their regularly scheduled work while attending such conferences.

ARTICLE 9: SENIORITY

Section 1: Seniority encompasses three distinct types of seniority defined as:

- a) City seniority is the length of service as an employee of the City of Ann Arbor. City seniority date is the date of hire. For those members who are hired on the same date, their date of application will be the deciding factor in order of seniority.
- b) Departmental seniority is the length of service as an employee of the Ann Arbor Police Department. Departmental seniority date is the date of original hire or transfer into the Police Department. For those members who are hired on the same date, their date of application will be the deciding factor in order of seniority
- c) Bargaining unit seniority is the length of service within this bargaining unit. Any time spent in another bargaining unit or in a non-union position will not be included but will apply to departmental and City seniority. Bargaining unit seniority date is the original date of hire into or transfer into the bargaining unit minus any time spent in another bargaining unit after entering this bargaining unit.

Section 2: Probationary Employees

- a) New employees hired into the unit and employees who transfer to the unit shall be probationary employees for evaluation purposes for one year commencing with the original date of hire or transfer into the bargaining unit. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service. Unsatisfactory employees shall be terminated. Employees who have successfully passed their probationary period and who leave the bargaining unit and subsequently return within one (1) year will not be subject to a probationary period upon return.
- b) Once the new hire employee's probationary period is completed, the employee's seniority with the Employer and the Unit will begin from his/her date of hire. Once the transferred employee's probationary period is completed, the employee's bargaining unit seniority will be the date of transfer. This clause shall not be construed to interfere with benefits normally received by probationary employees, such as, step increases, vacation accrual, sick leave accrual, and insurance coverage normally received after 90 days, if the probationary employee has met the qualifications for those benefits.
- c) It shall be the Department's prerogative to extend the probationary period an additional three (3) months beyond the initial one (1) year probationary period if there are extenuating circumstances. The employee shall be notified of any extended probationary period and the reason for said extension.

- d) 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 the Agreement. Probationary employees who are discharged or disciplined for reasons other than Union activity are not represented by the Union.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be provided upon request.

Section 4: An employee's seniority and employment shall terminate:

- a) When someone quits or retires.
- b) If he/she is discharged and the discharge is not reversed though the procedures set forth in this Agreement.
- c) If following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within three (3) calendar days after receipt of a written notice of a recall is sent by overnight mail to his/her address on record with the Employer. Employer may extend the notification period due to extenuating circumstances presented by the employee. In addition, if following a recall notice, the employee fails to return on the date scheduled by the Employer his/her seniority and employment shall terminate.
- d) If he/she is absent for three (3) consecutive regularly scheduled working days without notifying his/her supervisor prior to or within such three (3) day period of a justifiable reason for such absence unless such notification was impossible. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- e) When he/she has been laid off for a period of twenty-four (24) or more consecutive months.
- f) Failure to return from sick leave and leaves of absence will be treated the same as (d) above.

Section 5: If an employee is temporarily transferred by the Employer to a position outside the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement. The Employer shall not transfer an employee to a position outside the unit without the consent of the employee for a period which exceeds one-hundred twenty (120) days.

Section 6: 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 seven (7) days of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure and if successful in the grievance, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

ARTICLE 10: LAYOFF/RECALL

Section 1: Layoffs

The Employer may layoff a permanent employee when deemed necessary by reason of shortage of work or funds, abolition of the position, or material change in the departmental organization.

- a) Preliminary Step: Prior to issuing layoff notices, the entire bargaining unit will be offered a voluntary separation with no recall rights. Employees will have 48 hours to notify the Human Resources and Labor Relations Director or designee in writing of their interest. The most senior employee(s) (depending on the number of layoffs) within the service unit affected who indicated their interest within 48 hours will be awarded the voluntary separation. The City will not contest unemployment for individuals who choose this option. Contingent upon the employee signing a separation agreement, including a release of claims, the employee shall be paid severance pay (less applicable withholdings) 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 care plan who chooses this option will receive a one-time deposit of \$500 in their HRA.

- b) Notice of Layoffs: The City will notify the steward and the employees who are to be laid off at least seven calendar days before the effective date of the layoff. The employer will provide the steward, in writing, the reasons for the reduction in workforce.
- c) Order of Layoffs: The following order will apply to layoffs:
- i. Any temporary employees performing bargaining unit work will be laid off first;
 - ii. Next, any part-time employees in the bargaining unit will be laid off;
 - iii. Finally, regular, full-time employees in the bargaining unit will be laid off in inverse order of seniority, provided the remaining employees have the ability and skills necessary to perform the work required in the classification. In the event management determines there are not senior employees who possess the ability and skills necessary to assume duties in that classification, then a lesser seniority level employee who is so qualified shall be retained. However, prior to laying off a higher seniority employee, the more senior employee will have 90 calendar days to develop the necessary ability and skills. If he/she does so, the more senior employee will be maintained and the employee with lesser seniority will be laid off.

- a) Leave Banks: An employee laid off from City employment will be offered the opportunity to receive a payment for banked vacation, personal, or compensatory time. If the employee elects not to take an immediate payout, the City will retain the employee's leave banks for up to six months and will be made available to the employee if he or she is recalled to work within that six month period. During the six month period the laid off employee will continue to accrue bargaining unit seniority only (vacation, sick and personal accruals will cease). If the employee is not recalled within six months, the payout of any accrued vacation, personal, or compensatory time will be made at the end of the six month period and the employee will cease to accrue bargaining unit seniority. The City will maintain a laid off employee's sick time bank during the entire period of the layoff. If the employee is recalled from layoff, the employee's sick leave bank will be restored.

- d) For purposes of this article, layoff constitutes a COBRA event and all applicable COBRA benefits and requirements will apply.

Section 2: Recall

Employees who are laid off will have recall rights for a period of up to twenty four (24) months from the date of layoff. If the terminated employee has not been recalled after twelve (12) months, his/her seniority shall be terminated.

When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff provided the employee's ability and skills remain suitable to performance of the job to the same extent as prior to layoff.

- a) Notice of Recall: Notice of Recall shall be sent by overnight mail to the employee at the last known address.

- b) Intent to Return: Employee must notify the Human Resources and Labor Relations Director of his/her intent to return to work within three (3) calendar days following receipt of the notice of recall. Employer may extend the notification period due to extenuating circumstances presented by the employee. If an employee fails to timely indicate his/her intent to return within ten (10) business days (to exclude holidays), the notice shall expire and the employee shall be considered to have rejected the offer to return.

If the employee indicates his or her intent to return to work, the City will notify the employee of a return start date. If the employee fails to show up on that date, the employee shall be considered to have quit.

ARTICLE 11: WORK ASSIGNMENT AND TRAINING

Management retains the right to assign work. When making work assignments, management will take into account the expressed interest and seniority of an employee balanced with the agency's operational needs.

One AAPP member will be designated as a primary employee for the work assignments of Records, Property, and Detective Bureau. In addition to these job responsibilities, a designated backup will be trained for each work area, as outlined in Section 2 below. The designated backup will function as the primary in the absence or rotation of the Primary PPA.

Selection of primary AAPP and backup AAPP will be based on seniority, interest, and ability/knowledge base, as determined by management. Upon an opening of a position due to retirement or leave of employment, the selection of a replacement primary or backup AAPP will be evaluated on the basis of the above factors. If more than one eligible AAPP expresses interest as a primary or backup, an interview will take place by the Work Assignment Supervisor to determine the best fit for the assignment.

Section 1: Work Assignments/Areas, Reporting Structure

- a) Records: All Records items, including FOIA, Video Research, and Sex Offender Registration. All AAPPs assigned to this role will be under the supervision of the Records and Data Supervisor.
- b) Property: All property-related administrative support. All AAPPs assigned to this role will report to the Training Sergeant under the daily supervision of the Officer in charge of Property.
- c) Detective Bureau: All Detective Bureau-related administrative support. All AAPPs assigned to this role will report to the DB Sergeant.

Section 2: Training

Training for each work assignment will be based on seniority, interest, and operational need.

- a) The training of the Records and DB area will be conducted by the Primary AAPP working within the designated work assignments, utilizing the employee training checklist developed by the Employer and Union as a guideline for work proficiency. The training of the Property area will be conducted by the officer assigned to Property, utilizing the checklist developed by the Employer and the Union as a guideline for work proficiency.
- b) The Union and Work Assignment Supervisor will meet in October of each year to update the training checklist. The training checklist will be given to employees the first week in January of each calendar year and will be completed by December

31st of that year. If changes occur during the year, the Union and the Work Assignment Supervisor will discuss the changes and, once agreed upon, said changes will be added to the training checklist.

- c) The trainee will always be monitored by a qualified employee or a supervisor to ensure training goals are met.
- d) Once the primary AAPPAs is satisfied with the level of competency of an employee in training, the trainer (primary AAPPAs) will sign off on the training checklist and forward it to the Work Assignment Supervisor for final evaluation.
- e) New Hire: All new hires will be trained in the Records assignment before becoming eligible as a primary backup to another work assignment. Eligibility will include a completed and approved training checklist in the designated area.
- f) Rotation Training: To maintain competency in a work assignment, all AAPPAs will complete a quarterly rotation into the Records work assignment. The rotation will consist of one week per quarter (a yearly total of four weeks). This training will be scheduled by the AAPPAs's direct Work Assignment Supervisor. The primary Property AAPPAs will coordinate with the Training Sergeant. The primary Detective Bureau AAPPAs will coordinate with the Detective Bureau Sergeant. At least a two weeks' advance notice will be given to the primary AAPPAs trainer. The primary AAPPAs in the Records assignment will act in the capacity of trainer.
- g) Primary Backup: Training as a primary backup may vary by employee. The employee will be trained utilizing the training checklist, as schedule permits. Once the primary AAPPAs is satisfied with the level of competency exhibited by the backup trainee, the primary AAPPAs will sign off on the training checklist, and forward it to the Work Assignment Supervisor for final evaluation. Upon completion of the final evaluation, the employee will be placed in the quarterly rotation training schedule.
- h) Work Performance: If a new hire or back up trainee's performance is not satisfactory, the Work Performance Article 3 will be followed and deficiencies addressed through this process.

ARTICLE 12: HOURS

Section 1: It is recognized by the Union that scheduling work is a management right. The Employer shall have the right to determine reasonable schedules of working hours and days including the assignment of leave days and to establish the methods and process by which such work is performed. It is recognized by the City that such scheduling must not be arbitrary or capricious. Prior to any change in the present work schedule, the City will apprise the Union six (6) weeks before implementation of such change.

The regular work schedule shall consist of four (4) ten (10) hour days or five (5) eight (8) hour days per week, as determined by management. If a new regular shift is established by the Employer, the Union will be notified prior to implementation. The shift will be filled by the high seniority volunteer. If no employee volunteers, the Employer will assign the least senior qualified employee.

Section 2: All employees shall be entitled to two (2) fifteen (15) minute paid rest periods during each shift. A lunch period shall not be considered a rest period. Lunch shall consist of one-half hour with pay but employees must remain available to work throughout the lunch period.

Section 3: Overtime

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

Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half.

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

Section 4: Compensatory Time

- a) Overtime shall be compensated by payment at the appropriate rate in pay unless compensatory time is requested by the employee and approved by the Employer.

Compensatory time accumulation shall not exceed one hundred twenty (120) hours. Time earned in excess of one hundred twenty (120) hours will be paid at the appropriate rate in cash. Upon termination, retirement or death all compensatory time accumulated will be paid in full at the salary rate in effect at such termination, retirement or death. If Federal or State law changes so as to make the present time for granting and administering compensatory time and time off illegal, the Employer shall be allowed to change the existing system so as to comply with said law.

- b) A maximum of 40 hours compensatory time off may be used on any one occasion, except as specified under the Leave of Absence article.
- c) A maximum of 40 hours compensatory time may be allowed with any vacation.
- d) Voluntary payouts of compensatory banks will be allowed on a quarterly basis.
- e) Compensatory time cannot be transferred from one employee to another employee.

Section 5: Call Backs

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

ARTICLE 13: TUITION REIMBURSEMENT

In keeping with the Employer's policy of encouraging the improvement and professionalism of its personnel through education, the Employer shall provide to employees the opportunity to take courses at an accredited college, university or community college. The employer shall provide to employees up to a maximum of five thousand (\$5,000) dollars per fiscal year. Tuition reimbursement benefits are governed by current City Human Resources Policy 4.12.

ARTICLE 14: PERSONAL ARTICLE DAMAGE

The City agrees to reimburse employees for the reasonable value of necessary personal articles such as eyeglasses, wristwatches, etc. which are damaged or lost during the course of employment not through the negligence of the employee. Two hundred fifty dollars (\$250) shall be the maximum reasonable value for eyeglasses, seventy-five dollars (\$75) for a wrist watch and two hundred fifty dollars (\$250) shall be the overall maximum reasonable value for any other item. The damaged article shall become the property of the City following the reimbursement. In the event that an employee receives compensation from his/her insurance company or from any third party for any damaged or lost item, this section shall not apply.

ARTICLE 15: LONGEVITY

Effective January 1, 2018, employees covered under this Agreement will receive longevity payments according to the following schedule:

Years of Service	Amount Paid
Beginning with 5 th anniversary annually	\$600.00
Beginning with 10 th anniversary annually	\$900.00
Beginning with 15 th anniversary annually	\$1,200.00
Beginning with 20 th anniversary, annually	\$1,500.00

- a) The above payment will be paid to the employee upon completion of a full year of employment in the month following the employee's anniversary date. Should an employee leave City service voluntarily or involuntarily prior to his/her anniversary date, no longevity will be paid. Such pay will be prorated if the employee retires from the City.
- b) The payment for longevity will be subject to deductions as prescribed by Federal, State, and Local government existing at the time of this payment. The pension deduction is applicable to this payment.

ARTICLE 16: PARKING

The Employer shall provide parking spaces within a reasonable distance of the police station for the use of employees who elect to use this benefit. The parking structure at Ann and Ashley Streets shall be considered as falling within the term "reasonable distance." Employees electing this benefit shall pay the amounts, through payroll deduction, listed in the table below on a monthly basis:

Year 1: First of the month after the effective date of the contract – December 31, 2018	\$25
Year 2: January 1, 2019 – December 31, 2019	\$50
Year 3: January 1, 2020 – December 31, 2021	Same rate at which non-union employees pay, not to exceed \$75

ARTICLE 17: WAGES AND BENEFITS

Section 1: The City and the Union agree to a revised wage table (Appendix A), effective January 1, 2018. Renee Wagner and Margie Reynolds will maintain their current pay rate (\$31.46 per hour) at Step 7, until such time that the salary range for Step 7 exceeds that rate. For the term of this contract, these employees will receive the base rate increases negotiated for the bargaining unit.

Section 2: Employees of the bargaining unit will also receive a 2% base wage increase in each year of the contract. The increase for 2018 will be effective when contract is ratified and will not be retroactive to January 1. Increases for 2019, 2020, and 2021 will be effective January 1 of each year.

Section 3: Employees covered by this Agreement shall be paid in full bi-weekly. While the official payday is Friday, pay will normally be direct deposited on Thursday after 3 p.m. unless there is a computer malfunction or other such adverse event beyond the Employer's control.

- a) All Employees are required to participate in payroll direct deposit. There will be no paper advices or yearly mailings of W2 forms. Employee's pay advices and W2 forms will be available at their individual City webpage.
- b) Not more than seven (7) days shall be held from a regular employee, (initial holdback) excluding holidays and overtime which can be held back a maximum of ten (10) days. Each employee shall be provided with access to an itemized statement of his/her earnings and of all deductions.

Section 4: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

Section 5: Computation of Benefits: Any compensable day shall be considered a day worked for the purposes of computing benefits under this Agreement.

Section 6: Step increases will take place on the employee's anniversary date.

ARTICLE 18: HOLIDAYS

Section 1: All employees of the City shall receive their regular compensation (holiday pay) for the following holidays or parts thereof and any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator, during which the public offices of the City are closed:

New Year's Eve
New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday (1/2)
Memorial Day
July Fourth
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
Floating Holiday

If Management changes the work schedule back to five (5) eight (8) hour days for the bargaining unit, the group shall return to the following holiday schedule:

New Year's Eve (1/2)
Christmas Eve (1/2)
Day after Thanksgiving

Personnel on shift schedules will celebrate the holiday on the actual day. The Chief will determine in advance the day to be celebrated as the holiday for all other personnel.

An employee who works both the calendar date and the designated date of a holiday shall receive holiday pay only for the calendar date of the holiday.

Section 2: Holiday Pay

- a) Holiday Pay: Compensation for City-designated Holidays which is available to all active employees of the City. Compensatory time may not be substituted for holiday pay.
- b) Holiday Premium Pay: This compensation is a negotiated benefit for members when they work on a City specified holiday. Employees may request that holiday premium be paid in compensatory time, if they have at least 80 hours of time worked (paid) in that pay period.
- c) Holiday Leave Day: In cases where an employee's assigned leave day falls on a

Holiday, he/she may receive straight time pay or straight time compensatory time for the holiday hours.

In cases where an employee's assigned leave day falls on a holiday, he/she shall receive ten (10) hours or eight (8) hours (depending on work schedule) of straight time compensation. For example, if a holiday falls on an employee's assigned leave day, he/she shall be compensated for fifty (50) or forty-eight (48) hours for that week (depending on work schedule).

Employees who are scheduled to work overtime on a holiday will receive two (2) times their regular hourly rate for all time worked on the holiday (holiday premium pay) and pay for that scheduled day (holiday pay). Employees who volunteer to work offered overtime on a holiday will receive time and one-half (1 1/2) their regular hourly rate for all time worked on the holiday and pay for that scheduled day.

Section 3: If an employee is scheduled to work but is on approved time off, they will receive their regular pay for that day plus straight time pay for the number of hours of their approved time off. The employees will be required to use some type of banked time to be off. For example, if an employee is scheduled to work but has an approved compensatory day, the employee will receive 48 hours of pay for that week, but will use 8 hours of compensatory time.

Section 4: Employees working four (4) ten (10) hour days will receive ten (10) hours of straight time compensation for whole day holidays and five (5) hours of straight time compensation for half day holidays. Employees working five (5) eight (8) hour days shall receive (8) hours of straight time compensation for whole day holidays and four (4) hours of straight time compensation for half day holidays.

Section 5: To qualify for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during his/her regularly scheduled vacation, employee is on a compensatory leave day, or unless he/she presents a reasonable excuse acceptable to management.

Section 6: Employees are allowed one (1) day off per calendar year as a floating holiday. Floating holiday can be taken in ½ day increments. The employee must obtain supervisor approval for the requested day prior to taking a floating holiday.

ARTICLE 19: VACATION LEAVE

Section 1: As of the anniversary date of employment with the City of Ann Arbor, employees shall be eligible for vacation with pay according to the following chart:

Anniversary Date	Vacation Hours Earned On Annual Basis	Accrual Earned Each Pay Period (based on 80 hour pay period)
Start Date (Anniversary Date)	150	5.77 hours
10 th Anniversary	180	6.92 hours
15 th Anniversary	210	8.08 hours

Section 2: The Section supervisor shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and with the written request of the employees. Vacation can be taken in increments of one (1) hour.

For purposes of vacation preference or shift preference, bargaining unit seniority shall govern.

Section 3: Accrual of Vacation Leave

Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he/she is entitled. If the amount of accrued vacation exceeds twice the amount of the annual accrued vacation to which the person is entitled, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. This restriction shall not apply if the employee was denied an opportunity to take vacation leave because of an emergency or work assignment at the end of the calendar year. In that case, the employee shall not lose the excess vacation leave but shall be paid for it. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator. Accrual earned each pay period based on 80 hour pay period.

Section 4: Separation from City Service

Employees who retire or resign from City service shall be paid at their normal salary rate for their unused vacation time up to two years maximum accrual. Employees who are terminated will not be paid vacation.

Section 5: Accumulated vacation leave cannot be transferred from one employee to another employee.

Section 6: Vacation Call Back

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

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

Section 7: Once a vacation has been signed up for, it may only be changed, cancelled, or altered with approval of the division commander.

Section 8: Vacation payout at retirement shall not be included in final average compensation for employees.

ARTICLE 20: SICK LEAVE

Sick leave for all Union members shall be accrued and granted as follows:

Section 1: Number of Days

Sick leave accruals are earned based on an employee being compensated for 80 hours in the pay period and accrued at a rate of 3.70 hours per pay period. Employees who render part-time services shall be entitled to sick leave on a pro-rata basis for the time actually worked. New employees, on their date of hire, shall have credited to them 96 hours of sick leave, however, they shall not accumulate additional sick leave until after the completion of one (1) year of service. If a new employee uses a portion of the advance accrual and then leaves City employment prior to when he/she normally would have accrued the amount used, the cash value of such excess usage will be deducted from his/her final payout.

Section 2: Qualification for Sick Leave Payment

- a) Family Medical Leave shall coordinate with sick leave in accordance with Federal law.
- b) In order to use sick leave, the employee must contact the Police Department one (1) hour before his/her regular starting time on the first working day of absence and shall report daily unless hospitalized or granted an extended leave by the Benefits Team. Sick leave shall not be granted unless the report has been made.
- c) An employee eligible for sick leave with pay may use such sick leave upon approval of the division or unit commander, for absence due to exposure to contagious diseases that could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children and parents.
- d) An employee off duty under this section shall remain at his/her residence or provide a telephone number and location where she/he can be reached during such illness unless treatment or therapy of the illness requires the employee to change locations. In such cases the employee's supervisor shall be immediately notified of any change in location. Employees reporting sick may be visited by some designated superior employee at the discretion of the division commander for the purpose of determining the seriousness of the employee's illness and rendering any assistance necessary for the welfare of the employee and his/her family.
- e) Appointments: Sick leave may be used for doctor and dental appointments of the employee or members of their immediate family.
- f) Physician's Reports: When an employee reports she/he is sick and unable to report to his/her regularly scheduled assignment, the Employer reserves the right

to order the employee to see a doctor specified by the Employer and at the Employer's expense.

An employee scheduled for an extra duty assignment who calls in sick prior to such assignment shall be required to provide certification from a physician which substantiates that such employee was examined and attesting to the employee's inability to report to work on the date or dates the extra duty assignment was scheduled.

A physician's statement may be required by the Benefits team for purposes of FMLA or leave of absence.

A physician's statement may be required attesting to the employee's ability to return to work when she/he has been off on sick leave.

- g) False Claims: An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal, depending upon the circumstances involved.

Section 3: Unused Sick Leave

Unused sick leave may be accrued without limit.

- a) At the end of each calendar year, an employee having accumulated less than nine hundred and sixty hours (960) of sick leave, may elect to receive full payment in cash for one-third (1/3) of the unused sick time accrued during that calendar year at the rate in effect on December 31st of each year. Such payment shall not be for less than 8 hours nor for more than 32 hours. If the employee elects to receive a cash payment, she/he shall carry forward the remaining two-thirds (2/3) of the unused sick days. For example, if an employee has taken no sick hours through the year and, therefore, has 96 hours accrued, she/he may elect to receive 32 hours in cash and carry forward 64 hours.
- b) An employee who has accrued a total of nine hundred-sixty (960) hours of paid sick leave credit is eligible to be paid if he/she requests, at the end of each subsequent calendar year of employment with the City for one-half of the unused sick leave credit earned in such year above nine hundred and sixty hours (960), the remaining one-half shall accumulate and may be used for sickness only. For example, if an employee utilizes 24 hours of sick leave in a year, he/she will have 72 hours left at the end of the year. The employee can request payment for 36 hours. If an employee wishes to accumulate all of the unused sick leave credit earned in such year, he/she may accumulate it. Payment will be made in January, which includes January 1 – December 31 of the previous year.
- c) If and when an employee quits or is discharged from his/her employment, any unused accumulation of paid sick leave shall be canceled and will not be paid.

Section 4: Partial Days

Sick leave absences shall be charged for all time taken off work to the level of one-half hour. If for example, an employee working a 10 hour shift leaves work 2-1/2 hours after beginning the work shift, he/she will be charged with 7-1/2 hours sick leave. If the employee leaves 5 hours after beginning the work shift, he/she will be charged with 5 hours sick leave.

Section 5: Taken Off the Payroll

An employee who calls in sick and is subsequently taken off the payroll because of a lack of accumulated sick time is subject to the following consequences: Such employee will not qualify for overtime in each week such instances occur until she/he has completed 40 hours work in that week.

Section 6: Accumulated Sick Leave

Accumulated sick leave cannot be transferred from one employee to another employee with the exception of donating to the catastrophic sick bank.

ARTICLE 21: LEAVES OF ABSENCE

Section 1: Medical Leaves

All medical leaves are concurrent with FMLA when applicable under the FMLA regulations, as determined by management, and in accordance with City policy or this contract. 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. After exhaustion of FMLA or the sick bank, the employee may choose from which other 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 Workers 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 they 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. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee must use available sick time while on pregnancy 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, once FMLA has been exhausted. Total time to be allowed including FMLA and use of accrued banked time shall not exceed six (6) months.
- c) Non-FMLA Medical Leave of Absence: A medical leave may be granted for up to 1 year, if approved by the Benefits team (1 year 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.

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: The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days and without loss of seniority to an employee who has completed his/her probationary period, provided he/she presents a reason acceptable to the Chief. Personal leaves under this section will be unpaid unless the employee uses vacation, personal, or compensatory time accruals.
- b) Military Leave: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or any other applicable laws then effective. Such leave and return to work after leave shall be consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act (See Human Resources Policy and Procedure 4.8 for details regarding process).
- c) Funeral Leave: Employees shall be allowed paid time off with pay not to be deducted from sick leave, as specified below for funerals:

Mother, father, sister, brother, spouse, son or daughter, step-child, or a member of the employee's immediate household.	40 hours
Mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parent, grandparent, or grandchild.	30 hours
Aunt, uncle, or cousin	10 hours

An employee who is on vacation at the time of an eligible death, may request that vacation time be converted to funeral time. Management may request appropriate documentation before granting such a request.

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

No payment for funeral leave shall be made to employees for any part of a day when the employee is not scheduled to work.

Employees who abuse the funeral leave provisions shall be subject to discipline or discharge under the provisions of this agreement.

- d) Elected Position: A regular employee, who has completed his/her probationary period, who has been elected or appointed to a public position will be granted a leave of absence without pay for a period of not to exceed (2) years. An employee elected or appointed to a position shall not accrue seniority while on leave unless he/she is being paid. 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. At the expiration of the leave he/she shall be returned to the job classification that he/she held prior to the leave.
- e) Personal Leave Days: Employees may take up to 32 hours personal leave in any July 1 through June 30 period. Requests for such personal leave must be made at least 24 hours before the time requested. Granting of this leave is subject to the operational requirements of the department but shall in no case be denied to avoid creating overtime work. Any unused personal leave time remaining upon completion of the employee's last scheduled workday in the fiscal year shall be converted to compensatory time.

All personal days must be used within the fiscal year in which they are awarded or they will not be paid out, with the following exception: Employees may roll over up to 32 hours from the fiscal year in which they are awarded to the next fiscal year, if requested prior to the end of the fiscal year in which they are awarded. At no time may an employee have more than 64 hours of unused personal leave. Unused personal leave days will be paid to the employee upon resignation or retirement, but unused personal days will not be paid if employee is terminated by the City.

In the event that new employees are added to the Bargaining Unit, they shall accrue eight (8) 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. 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) 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 not to exceed eight (8) hours of pay for those working an eight (8) hour per day schedule or ten (10) hours of pay for those working a the (10) hour per day schedule at his/her regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she was required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment. The most current Jury Duty City policy will be followed for all reimbursements.

- g) 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. If an employee returns from a non-medical leave, he/she shall receive the rate of pay for the position to which he/she is returned 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 22: HEALTH AND SAFETY

Section 1: Employer Responsibilities

The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment. When the Employer is notified of a serious health or safety hazard in the work place, necessary steps to correct the hazard will begin immediately. The Employer shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

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 Act No. 154, Public Acts of 1974, "Michigan Occupational Safety and Health Act."

Section 2: Employee Responsibilities

- a) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby.
- b) Employees shall comply with all occupational safety and health rules established for their job.
- c) 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.
- d) All employees are responsible for the safety training they received and working within those boundaries.
- e) All employees are required to stop work and report as soon as possible unsafe conditions that could lead to injury, illness or loss. Safety issues may be subject to a special conference.
- f) Employees injured on the job during regular hours of employment shall report the injury as soon as possible to the 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.
- g) Failure to comply with this provision may subject such employee to disciplinary action.

Section 3: Safety Committees

A Citywide Safety Committee of employees and employer representatives has been established. The Association shall have a representative of its own choosing on the City Safety Committee.

ARTICLE 23: WORKER'S DISABILITY COMPENSATION

Each employee will be covered by the applicable Worker's Disability Compensation Act. Employees 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

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.

d) 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 Team.

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 team on a pay period basis. The straight time off shall include travel time 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 6: 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 24: INSURANCE

Section 1: Health Insurance

For purposes of this article, as it relates to active employee benefits, the term spouse shall include “other qualified adult” (as defined by City plan documents, and to the extent permitted by law). The inclusion of “other qualified adult” in the definition of “spouse” is only applicable to active employee health care (including dental and vision) for the period of January 1, 2018 through December 31, 2018. For the open enrollment for the 2019 plan year, “other qualified adults” will no longer be covered under City health plans.

The Employer agrees to the following conditions regarding health insurance:

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

Where two employees are legally married and are eligible for health, dental, vision or dependent life coverage, they 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 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 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 B, C, and D 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 30 days’ 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 B, at the costs specified in Appendix B. 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 B 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 they 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 in the plan document. Employees promoted or transferred into this bargaining unit who, during the course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.

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):

“Low Plan”: No monthly premium and costs specified in Appendix B.

“High Plan”: 10% monthly premium with costs specified in Appendix B.

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

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 PA 152, 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 thirty (30) days to consider the City’s proposed modification and to make a decision whether it will accept the proposed modification for its members beginning January 1 of the following calendar year. If the proposed modification is not accepted by the Union, 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. This 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 after July 1, 2012. Employees who retired on or before July 1, 2012, 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 D or its satisfactory equivalent. Dental benefits are available to dependents through the end of the calendar year in which they turn nineteen (19) or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility.

c) Vision Coverage

Employees, their spouses and eligible dependents shall be provided vision coverage through Eye-Med Advantage as described in Appendix C or its satisfactory equivalent. Vision benefits are available to dependents through the end of the calendar year in which they turn nineteen (19) or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility.

d) Health Coverage Cost Containment Waiver Program

Under specified conditions set forth in Appendix E, employees shall be able to waive their City health, dental, and/or vision coverage, and receive up to \$2000 per year, payable equally over 26 pay periods. 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

All employees enrolled as the subscriber on the City’s health coverage insurance plan, will be eligible to participate in the Wellness Incentive Program. An employee who waives coverage and receives payments under the City’s Health Care Waiver Program shall not be eligible to participate in the wellness program. Eligible employees will have the opportunity to complete wellness activities by the specified dates as determined on an annual basis by the Wellness Committee and the Benefits team. The incentive, if earned, will be deposited into the employee’s Health Reimbursement Account to be used for out-of-pocket medical, dental, and vision expenses. Completion of a Health Risk Assessment is mandatory to participate in the Wellness Incentive Program.

The Wellness Incentive Program will allow employees to earn up to five hundred (\$500) for each calendar year under this contract. Employees who are hired in the 4th quarter of the calendar year are not eligible for the Wellness Incentive Program for that calendar year.

f) Health Reimbursement Accounts

Unused amounts in the Health Reimbursement Account may be carried forward each year during employment. Upon separation other than retirement, use of the account is subject to the requirements of COBRA.

g) Part Time Employees

Regular employees working less than 75% time (minimum of 50%) are required to pay a pro-rated premium for health, dental, and vision insurance plans on a

graduated scale. Employees working less than 50% are not eligible for health insurance coverage.

Section 2: Life Insurance Coverage

a) Basic

The City will pay the entire premium cost of \$40,000 of life insurance to all members of this bargaining unit, beginning on the 90th day after entry into a position in this unit, unless the employee transfers from another city position in which he/she had such coverage.

b) Optional

In addition to the Basic amount specified above, eligible employees will be permitted to take additional insurance equal to 2 or 3 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 days of initial eligibility (90 days after hire). If not elected at that time, optional life insurance will be subject to Evidence of Insurability by the insurance provider. The insurance provider determines eligibility for this coverage. Premiums will be paid on an after-tax basis through payroll deduction over 26 pay periods. Terminating employees may elect to continue coverage by contacting the life insurance company and paying directly to it the entire cost of the additional coverage desired.

c) Dependent

Employees may elect Dependent Life Insurance as follows:

Dependent	Amount
Spouse	\$10,000
Children	
Birth to Age 6 Months	\$1,000
Age 6 Months to Age 19	\$ 7,000
Full-time Students Age 19-25 years (coverage ends on the 25th birthday)	\$ 7,000

The cost of Dependent Life Insurance is the responsibility of the employee and will be paid through payroll deduction on a monthly basis. Employees may elect this coverage on behalf of a dependent within thirty (30) days of completion of the probationary period or of first becoming an eligible dependent without providing Evidence of Insurability. If not elected when first eligible, an employee may apply for Dependent Life Insurance coverage on behalf of a dependent at any time, but must provide Evidence of Insurability. Terminating employees may elect to continue coverage by contacting the life insurance company and paying directly to it the entire cost of the Dependent Life Insurance coverage desired.

ARTICLE 25: RETIREMENT

Section 1: Pension

Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of the Ann Arbor City Code except for the changes specifically provided for in this agreement. The following limited summary of pension benefits is applicable to AAPP members (members should consult the Pension Office or the Pension Ordinance for more specific details).

- a) Employees hired prior to January 1, 2018:
 - i. **Contribution:** Employees contribute six percent of their total compensation on a pre-tax basis to the defined benefit pension plan.
 - ii. **Pension calculation:** 2.50% of final average compensation, multiplied by the number of years credited service.
 - iii. **Final Average Compensation:** For employees hired or rehired before July 2, 2012, final average compensation is calculated on the highest consecutive 36 months of credited service within the ten years prior to retirement. For employees hired or rehired on or after July 2, 2012, final average compensation is calculated on the highest consecutive 60 months of credited service within the ten years prior to retirement.
 - iv. **Normal Retirement:** You are eligible for a full (unreduced) retirement if:
 - a. For employees hired or rehired before July 2, 2012: Age 60 with at least 5 years of service; or age 50 with at least 25 years of service.
 - b. For employees hired on or after July 2, 2012: Age 60 with at least 10 years of service or age 50 with at least 25 years of service
 - v. **Early Retirement:** Age 50 and with at least 20 years of service. The early retirement reduction is .33% (.0033) 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, 2018:
 - 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 percent 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 highest consecutive 60 months of credited service within the ten years prior to retirement.
 - 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, not to exceed 1500 hours of combined compensatory time, sick time and vacation time. Vacation payout shall not be included in Final Average Compensation.
- 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, not to exceed 1500 hours of combined compensatory time, sick time and vacation time. 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. Final average compensation shall include any accumulated compensatory time paid out at retirement.
- 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.
- e) Longevity: Employees who retire from City employment shall be eligible for prorated longevity payments.

Section 3: Retiree Insurance

- a) General Health Coverage

Where two retirees are legally married and are eligible for health, dental or vision coverage, they 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 July 2, 2012: The City of Ann Arbor shall provide to all bargaining unit members hired or rehired before July 2, 2012, (or who transfer from another position in the City in which they were eligible for retiree health care coverage), 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.

It is the intent of the parties, as permitted by law, that these benefits will continue throughout the life of the retiree and his/her dependents during the time they are eligible, as defined in the health care plan and in accordance with the provisions of the Retiree Health Care Benefits Plan and Trust (Chapter 21 of the City's Code of Ordinances.)

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 July 2, 2012, 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 July 2, 2012 or later: Employees who are hired or rehired on or after July 2, 2012 (or who transfer from another position in the City in which they 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 (currently \$3,500) into a Retirement Health Reimbursement Account for each bargaining unit member hired on or after July 2, 2012. 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 on line.

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 they 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 their spouse, the retiree will continue with regular PPO Plan coverage.

Health Reimbursement Accounts: An employee who retires and begins to receive pension benefit payments from the City's pension plan will be able to access any unused, remaining funds within his/her health reimbursement account. However, no new contributions will be made to a retiree's account after the date of retirement.

d) Retiree Life Insurance

Basic: The Employer will pay the entire cost of \$10,000 of life insurance for retiring employees (full or early with 15 or more years of service) on a City pension. Employees taking a deferred vested retirement allowance do not receive this benefit.

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 without proof of insurability. 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 paid for by the City, may convert their dependent life insurance into a personal (individual) policy at retirement without proof of insurability. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance provider.

ARTICLE 26: GENERAL

Section 1: Indemnification

Except as provided in this section, the Employer will indemnify and defend employees in connection with liability claims arising out of the performance of the employee's duties. Indemnification and defense will not be provided for claims arising out of the employee's own willful misconduct or gross negligence or where the employee fails to cooperate and assist in the employee's defense.

The Employer shall, subject to the approval of the City Administrator, City Attorney and Police Chief, provide to the employee legal assistance which may be required or needed as a result of the acts occurring while the employee is in the performance of his/her duties and responsibilities on behalf of the employer. Legal assistance may not be provided in cases of criminal prosecution or cases where the City is an adverse party. If legal counsel is denied, then a written report will be submitted to the affected Union setting forth the specific reasons for such denial. Such denial is subject to grievance procedure.

Section 2: Fitness for Duty

The Employer reserves the right to suspend or discharge an employee who is not fit to perform his/her duties in a satisfactory manner. Such action shall only be taken if a physical and/or mental examination performed by a qualified doctor of the Employer's choice at the Employer's expense reveals such unfitness. When an employee is ordered to submit to a fitness for duty examination under this contract, the employee is required to sign the medical release form which allows the doctor to send such doctor's findings to the Benefits Team. If the employee disagrees with such doctor's findings, then the employee, at his/her own expense, may obtain a physical and/or mental examination from a qualified doctor of his/her choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor shall be paid by the Employer and his/her findings shall be binding on the employee, Employer, and the Union. In the event an employee's seniority is terminated pursuant to this Section she/he shall be afforded the opportunity to apply for, and the Employer will attempt to place her/him in a position with another Department with the Employer.

- a) This Section shall not preclude the Chief from assigning an employee to light or limited duty if there is available work which the employee can perform without displacing another employee.
- b) As part of the physical and/or mental examination, employees will be required to pass a physical stress test.
- c) The Employer may require employees off work because of illness or injury, sustained either on or off duty, which may affect the employee's ability to fully perform his/her duties upon return to work, to submit a certificate from his/her physician stating she/he are fully capable of resuming his/her assigned duties prior to allowing the employee to return to work. The Chief shall be the determining authority on the need for certification.

- d) The Employer reserves the right to require an employee to be examined by a doctor of the City's choice.
- e) The Employer shall not be required to pay overtime to employees receiving physical or mental examinations under this Section.

Section 3: Emergency Financial 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 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.

Section 4: PERA Requests

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

Copies	\$.05 per 8.5 x11 page
Mailing	Actual Mailing Costs
Labor costs incurred in searching, examining, reviewing, redacting or separating materials	1 Hour or Less: No charge • More than 1 Hour: The hourly wage of the lowest-paid employee capable of performing the work.

Section 5: During the workweek, business casual clothing is expected.

ARTICLE 27: SUMMARY OF PROVISIONS

Section 1: Provisions Contrary to Law

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal 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 Agreement 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 Association shall enter into collective bargaining for the purposes of negotiating a mutually satisfactory replacement for such provisions.

Section 2: Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, 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 Agreement. Therefore, the Employer and the Association, for the life of this Agreement, 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 Agreement, 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 they negotiated and signed this Agreement.

Section 3: Prior Agreements and Understandings

No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such arrangement, understanding, alteration, variation, waiver or modification is executed in writing between the two parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing.

DURATION OF AGREEMENT

This agreement shall become effective January 1, 2018 and shall remain in full force and effect through December 31, 2021, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date of any subsequent renewal period of its intention to amend, modify, or terminate this agreement.

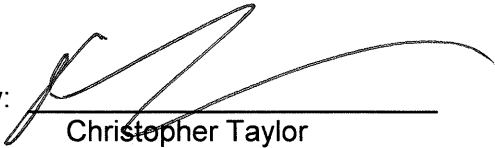
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals for the day and year first above written.

EMPLOYER

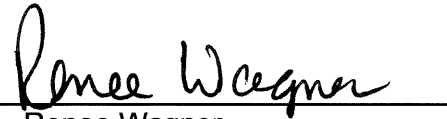
UNION

CITY OF ANN ARBOR

AAPPA

By: 

Christopher Taylor
Mayor

By: 

Renee Wagner
AAPPA Steward

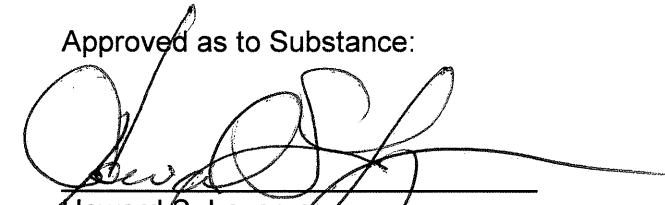
By: 

Jacqueline Beaudry
City Clerk

By: 

Jocelyn Chopp
AAPPA Alternate Steward


Approved as to Substance:



Howard S. Lazarus
City Administrator

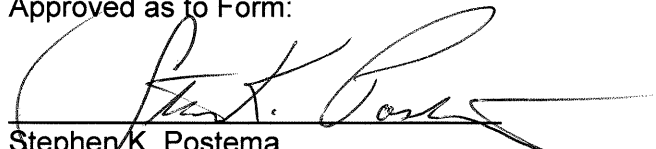
By:  7-23-18

Harry Valentine
Business Agent, TPOAM



Robert Pfannes
Police Chief, Interim

Approved as to Form:



Stephen K. Postema
City Attorney

APPENDIX A – PAY SCALE

Effective May 21, 2018

Police Professional Assistant Job Code#18000 Pay Scale: PPAN18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$ 50,515.30	\$ 53,049.36	\$ 54,366.00	\$ 55,730.48	\$ 57,116.28	\$ 58,544.72	\$ 60,015.80
	\$ 1,942.90	\$ 2,040.36	\$ 2,091.00	\$ 2,143.48	\$ 2,196.78	\$ 2,251.72	\$ 2,308.30
	\$ 24.29	\$ 25.50	\$ 26.14	\$ 26.79	\$ 27.46	\$ 28.15	\$ 28.85

Effective January 1, 2019

Police Professional Assistant Job Code#18000 Pay Scale: PPAN18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$ 51,533.66	\$ 54,119.52	\$ 55,474.64	\$ 56,860.44	\$ 58,288.88	\$ 59,738.64	\$ 61,231.04
	\$ 1,982.06	\$ 2,081.52	\$ 2,133.64	\$ 2,186.94	\$ 2,241.88	\$ 2,297.64	\$ 2,355.04
	\$ 24.78	\$ 26.02	\$ 26.67	\$ 27.34	\$ 28.02	\$ 28.72	\$ 29.44

Effective January 1, 2020

Police Professional Assistant Job Code#18000 Pay Scale: PPAN18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$ 52,573.25	\$ 55,211.52	\$ 56,583.28	\$ 57,990.40	\$ 59,440.16	\$ 60,932.56	\$ 62,446.28
	\$ 2,022.05	\$ 2,123.52	\$ 2,176.28	\$ 2,230.40	\$ 2,286.16	\$ 2,343.56	\$ 2,401.78
	\$ 25.28	\$ 26.54	\$ 27.20	\$ 27.88	\$ 28.58	\$ 29.29	\$ 30.02

Effective January 1, 2021

Police Professional Assistant Job Code#18000 Pay Scale: PPAN18	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	\$ 53,634.05	\$ 56,325.36	\$ 57,734.56	\$ 59,184.32	\$ 60,655.40	\$ 62,169.12	\$ 63,725.48
	\$ 2,062.85	\$ 2,166.36	\$ 2,220.56	\$ 2,276.32	\$ 2,332.90	\$ 2,391.12	\$ 2,450.98
	\$ 25.79	\$ 27.08	\$ 27.76	\$ 28.45	\$ 29.16	\$ 29.89	\$ 30.64

Notes: 1. Wages adjusted to create a 5% differential between step 1 and step 2;
 2.5% differential between additional steps

**APPENDIX B –
 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.

	High Option PPO		Low Option PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Medical				
Deductible ¹	\$300 Single \$600 Family	\$600 Single \$1,200 Family	\$1,000 Single \$2,000 Family	\$2,000 Single \$4,000 Family
Coinsurance	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Medical Out-of-Pocket Maximum ² (includes medical copays, deductibles, and coinsurance)	\$1,500 Single \$3,100 Family	\$3,000 Single \$6,200 Family	\$3,400 Single \$6,800 Family	\$6,800 Single \$13,600 Family
Preventive Services – Adult/Child <small>*Select Services only – see BCBSM plan summaries for details</small>	Covered at 100%	Covered at 60%*	Covered at 100%	Covered at 60%*
Office Visit and Urgent Care Copay	\$10	60% after deductible	\$15	60% after deductible
Emergency Room Copay	\$50	\$50	\$50	\$50
Prescription Drugs (ESI)				
Retail	\$10 Generic / \$30 Brand		\$20 Generic / \$40 Brand	
Mail Order	\$20 Generic / \$60 Brand		\$40 Generic / \$80 Brand	

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 C –
 EYEMED VISION**

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.



CITY OF ANN ARBOR

Vision Care Services	Member Cost	Out-of-Network Reimbursement
Exam with Dilatation as Necessary	\$0 Copay	Up to \$30
Contact Lens Fit and Follow-up: (Contact lens fit and follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard	Up to \$40	N/A
Premium	10% off Retail	N/A
Frames:	\$0 Copay, \$100 allowance; 20% off balance over \$100	Up to \$50
Standard Plastic Lenses:		
Single Vision	\$0 Copay	Up to \$25
Bifocal	\$0 Copay	Up to \$40
Trifocal	\$0 Copay	Up to \$55
Standard Progressive	\$60	Up to \$40
Premium Progressive	\$60, 80% of charge less \$110 Allowance	Up to \$40
Lenticular	\$0 Copay	Up to \$55
Lens Options (paid by the member and added to the base price of the lens):		
Tint (Solid and Gradient)	\$12	N/A
UV Treatment	\$12	N/A
Standard Plastic Scratch Coating	\$12	N/A
Standard Polycarbonate	\$35	N/A
Standard Polycarbonate for Children under 19	\$35	N/A
Standard Anti-Reflective Coating	\$40	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	30% off retail price	N/A
Contact Lenses (allowance covers materials only):		
Conventional	\$0 Copay, \$100 allowance; 15% off balance over \$100	Up to \$80
Disposables	\$0 Copay, \$100 allowance; balance over \$100	Up to \$80
Medically Necessary	\$0 Copay, Paid in Full	Up to \$200
LASIK and PRK Vision Correction Procedures:	15% off retail price OR 5% off promotional pricing	N/A
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; Aniseikonic 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 D –
SUMMARY OF DENTAL PLAN BENEFITS
January 1, 2018**

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

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 E – 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 Health Care Coverage Waiver Form to the Benefits team.
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 amend or 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. Amendments will be effective for the upcoming plan year and will be announced during Open Enrollment.

APPENDIX F – RETIREMENT HEALTH REIMBURSEMENT ACCOUNT CREDITS

This chart summarizes the amount credited to each AAPP employee hired after July 2, 2012, (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.

Year of Credit	Date of Credit	Amount of Credit	Contract Reference
2012	End of calendar year ³	\$2500	July 1, 2012 – June 30, 2014 Article 41, Section 4
2013	End of calendar year	\$2500	July 1, 2012 – June 30, 2014 Article 41, Section 4
2014	End of calendar year	\$2500	July 1, 2012 – June 30, 2014 Article 41, Section 4
2015	End of calendar year	\$2500	January 1, 2015 – December 31, 2017 Article 28
2016	End of calendar year	\$2500	January 1, 2015 – December 31, 2017 Article 28
2017	End of calendar year	\$2500	January 1, 2015 – December 31, 2017 Article 28
2018	End of calendar year	\$3500	January 1, 2018 – December 31, 2021 Article 25, Section 3, (e)
2019	End of calendar year	\$3500	January 1, 2018 – December 31, 2021 Article 25, Section 3, (e)
2020	End of calendar year	\$3500	January 1, 2018 – December 31, 2021 Article 25, Section 3, (e)
2021	End of calendar year	\$3500	January 1, 2018 – December 31, 2021 Article 25, Section 3, (e)

³ Employees received pro-rata credit for the period from hire date to end of calendar year

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