

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

**COMMENCING JANUARY 1, 2015**

**CONCLUDING DECEMBER 31, 2017**

## TABLE OF CONTENTS

ARTICLE 1. PURPOSE AND INTENT .....	5
ARTICLE 2. RECOGNITION .....	6
ARTICLE 3. MANAGEMENT RIGHTS .....	8
ARTICLE 4. UNION SECURITY .....	9
ARTICLE 5: STEWARDS.....	10
ARTICLE 6. UNION ACTIVITY .....	11
ARTICLE 7. PROVISION FOR LEGAL COUNSEL .....	12
ARTICLE 8. CITY AND DEPARTMENTAL RULES.....	12
ARTICLE 9. GRIEVANCE PROCEDURE .....	13
ARTICLE 10. SPECIAL CONFERENCES .....	16
ARTICLE 11. DISCHARGE AND DISCIPLINE .....	17
ARTICLE 12. PROBATIONARY EMPLOYEES .....	20
ARTICLE 13. SENIORITY .....	21
ARTICLE 14. LAYOFFS.....	23
ARTICLE 15. WAGES.....	25
ARTICLE 16. LEAVES OF ABSENCE.....	26
ARTICLE 17. EDUCATIONAL BENEFITS.....	30
ARTICLE 18. WORKERS COMPENSATION - ON THE JOB INJURY .....	31
ARTICLE 19. WORK SCHEDULE .....	33
ARTICLE 20. OVERTIME.....	34
ARTICLE 21. CALL BACKS .....	35
ARTICLE 22. COMPENSATORY TIME .....	36
ARTICLE 23. HOLIDAYS.....	37
ARTICLE 24. VACATION.....	39
ARTICLE 25. BULLETIN BOARDS .....	41
ARTICLE 26. TRAINING AND TEMPORARY ASSIGNMENTS .....	42
ARTICLE 27. SAFETY COMMITTEE.....	43
ARTICLE 28. HEALTH, DENTAL, AND OPTICAL INSURANCE.....	44
ARTICLE 29. LIFE INSURANCE COVERAGE .....	50
ARTICLE 30. SICK LEAVE.....	51
ARTICLE 31. PENSION PLAN .....	55
ARTICLE 32. LONGEVITY PAYMENTS.....	57
ARTICLE 33. MEDICAL EXAMINATIONS.....	58
ARTICLE 34. PERSONAL ARTICLES DAMAGE.....	59
ARTICLE 35. PROVISIONS FOR PARKING .....	60
ARTICLE 36. GENERAL PROVISIONS.....	61
ARTICLE 37. SALARY INCREASES.....	62
ARTICLE 38. SUMMARY PROVISIONS.....	63
ARTICLE 39. DURATION OF AGREEMENT.....	65
APPENDIX A – SUMMARY OF DENTAL PLAN BENEFITS.....	67
APPENDIX B – HEALTH CARE PLAN.....	68
APPENDIX C – EYEMED VISION.....	70

**APPENDIX D – PAY SCALES .....71**  
**APPENDIX E – Health Coverage Cost Containment Waiver Program.....77**  
**I**

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

THIS AGREEMENT, made and entered into this 1st day of January, 2015, by and between the City of Ann Arbor, a Michigan Municipal Corporation, and hereinafter termed the Employer, and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America located at 2741 Trumbull Avenue, Detroit, Michigan, hereinafter called the Union for the unit of Police Professional Assistants in the Police Unit.

## **ARTICLE 1. PURPOSE AND INTENT**

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

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

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

## ARTICLE 2. RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize Local 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America A.L.A., as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of Police Professional Assistants in the Ann Arbor Police Department, Safety Services Service Unit. It is agreed between the Union and Employer that Management Assistant to the Chief of Police, Management Assistant to the Fire Chief, and Administrative Support Specialist are not included within this unit and that the collective bargaining unit shall consist of the following designated classification: Police Professional Assistant.
- B. Temporary employees, as those terms are defined in the Human Resources Policies and Procedures, may be hired to perform bargaining unit work for the purpose of, among other things, helping cover peak work load periods, relieving staff shortages, staffing short term projects, and providing relief for employee absences. The hiring of temporary employees shall not cause a layoff or reduction in regular work week time for bargaining unit members or the elimination of any full-time bargaining unit positions. Temporary employees are not represented by the Union.

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.

C. Discrimination

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

D. 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 3. 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.

#### **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.

#### **Reclassification**

The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or 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.

#### **ARTICLE 4. UNION SECURITY**

- A. All those employees who are or become members of the Union, shall execute an Authorization of Payroll Deduction of dues or service charge, the provisions of which must conform to the legal requirements imposed by the State Law, and which are mutually agreeable to the parties. The Employer agrees to deduct from the last paycheck of each month, in accordance with the signed authorization, the regular monthly dues or service charge in the amounts certified to the Employer by the Union within fifteen (15) calendar days.
- B. The Union shall defend, indemnify and save the Employer harmless against any and all claims, demand, suits or other forms of liability arising out of this section.

## **ARTICLE 5. 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 are authorized by, the local Union or its officers, provided, such messages and information:
  - 1) have been reduced to writing, or,
  - 2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Ann Arbor Police Department, Safety Services Unit.
- C. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the City without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

## **ARTICLE 6. UNION ACTIVITY**

### **A. Discussions of Union Business**

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

### **B. Bulletins and Orders**

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

### **C. 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 7. PROVISION FOR LEGAL COUNSEL**

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.

## **ARTICLE 8. CITY AND DEPARTMENTAL RULES**

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

The City retains the right to make reasonable modifications or amendments of work rules, and to adopt reasonable new work rules, but no modifications shall be made, and no such new work rules shall be adopted without prior written notice to the Union. For thirty (30) calendar days after such written notice, the Union shall have the right to discuss the work rules and provide input to the City if it so desires.

## ARTICLE 9. GRIEVANCE PROCEDURE

### A. Purpose

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

### B. Grievances shall be processed according to the following procedure:

It is recognized that some issues that may be the focus of a grievance are only able to be addressed properly at Step 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 steps 1-3. If a new grievance is submitted to the Chief of Police, s/he will either handle the grievance starting at step 4 or will direct the union to begin at Step 1.

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

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

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

Step 4 If the grievance is not satisfactorily settled in Step 3, the employee or the Union shall have the right to appeal to the Director of Human Resources or designee. The representative of the Union shall meet with the Director of Human Resources or designee and/or his/her designated representative within fourteen (14) calendar days of the presentation of the appeal. The Director of Human Resources or designee answer shall be filed within fourteen (14) calendar days after the meeting. In lieu of filing an answer, the Director of Human Resources or designee, in his/her discretion may submit the grievance to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association or FMCS shall be used in making a selection. In such case, the decision of the arbitrator shall be binding on both parties.

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

C. Cost of Arbitrator

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

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.

D. Power of Arbitrator

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

E. Time Limitations

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

F. Grievance Form

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

G. Individual Grievance

Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the Steward or Union officers; provided, however, that the Employer had given to the Steward or Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

## **ARTICLE 10. 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:

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

The recommendations resulting from these meetings shall be given strong consideration on matters of policy and procedure.

## **ARTICLE 11. DISCIPLINE AND DISCHARGE**

### **A. Disciplinary Procedure**

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

### **B. Charges and Specifications**

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

### **C. Specific Sections**

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

### **D. Statements**

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

E. Representation

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

F. 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.

G. 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 (F) 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.

H. 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.

I. Discipline for Performance

When an employee's performance is unsatisfactory, discipline may be imposed. The level of discipline depends on the severity of the performance issue. In such cases, the employee's Service Unit Manager and/or designated representative will prepare a written summary of the deficiencies and review the performance deficiencies with the employee. The employee shall have the opportunity to respond regarding the deficiencies prior to the imposition of any discipline and shall have the opportunity to meet with his/her Union representative and have the representative present during the meeting with the Service Unit Manager and/or designated representative. If the employee's performance does not improve following discipline, the employee may be placed on a performance improvement

plan. The Service Unit Manager and/or designated representative will prepare a written summary of deficiencies and review it with the employee and present the employee with a performance improvement plan including specific expectations. The performance improvement plan will be no less than 60 calendar days in time and will include at least four (4) meetings to review the status of the performance improvement plan. At the end of the performance improvement plan, the Service Unit Manager will present the employee with a written summary of his/her performance under the plan, including documentation of examples of deficiencies, if available. The employee will be given the opportunity in the meeting to respond regarding the deficiencies prior to the imposition of any discipline and will have the opportunity to meet with his/her Union representative and have the representative present during the meeting. If the employee's performance has not improved sufficiently, as determined by his/her management, by the end of the performance plan period, his/her employment will be terminated.

## **ARTICLE 12. PROBATIONARY EMPLOYEES**

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

## ARTICLE 13. SENIORITY

A. The Union shall represent all regular employees and employees on probation 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 this Agreement.

B. Seniority and Seniority Lists

1) Seniority encompasses two distinct types of seniority defined as:

a. City seniority is the length of service as a regular employee of the City of Ann Arbor, without a break in service, since the most recent date of employment.

b. Bargaining unit seniority is the length of service as a regular employee of the Police Professional Assistants Unit of Local 214 Teamsters without a break in service since the most recent date of entry into the unit. If two or more employees have the same entry date into the bargaining unit, the date of their initial application for their original position within the bargaining unit will determine who has more seniority.

2) The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be made available on the City's share point site. The names of all employees who have completed their probationary period shall be listed on the seniority list starting with the senior employee's name at the top of the list. The seniority list on the date of this Agreement will show the names, job titles, and will also include the dates of City seniority, Departmental seniority, and position classification seniority.

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

C. Loss of Seniority

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

1) He/she quits City employment.

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

- 3) He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- 4) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- 5) Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
- 6) He/she retires.
- 7) When he/she has been laid off for a period of twenty-four (24) or thirty (30) consecutive months in accordance with Article 14 section F.

D. Seniority of Stewards

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

E. Transfers

If an employee is transferred to a City position which is outside of the Police Department or bargaining unit and later is thereafter transferred back to a position within the police department or bargaining unit, the employee will be credited with accumulated seniority for the time they worked outside the department or bargaining unit. Employees transferred under this article shall retain all seniority rights accrued for the purpose of any benefits provided for in this Agreement.

## ARTICLE 14. LAYOFFS

### A. Regular Employees

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

### B. Preliminary Step

Prior to issuing layoff notices as outlined in Section D of this article, the entire bargaining unit will be offered a voluntary separation with no recall rights. Employees will have 48 hours to notify the Director of Human Resources or designee in writing of their interest. The most senior employee within the service unit affected who indicates 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.

### C. Order of Layoff

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

D. Notice of Layoff

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

E. Recall Procedure

When the work force is increased following a layoff, employees shall be recalled to work in inverse order of layoff provided the employee's ability and skills remain suitable to perform the job to the same extent as prior to layoffs. Notice of recall shall be sent to the employee at his/her last known address by overnight mail. If an employee fails to report for work within fourteen (14) calendar days from date of mailing notice of recall, or within seven (7) calendar days from the date when such employee is notified to report to work, whichever is later, he/she shall be considered to have quit.

F. While an employee is on layoff status, he/she shall continue to accrue seniority for all purposes, including but not limited to computing vacation, sick, personal leave and longevity increases under this contract for the first six (6) months that he/she is laid off. For employees with ten (10) years or less of seniority: For the next eighteen (18) months that an employee is on layoff status, he/she shall not accrue seniority for purposes of computing sick time, vacation time or longevity increases. During this eighteen (18) month period, the employee shall continue to accrue bargaining unit seniority for other purposes. In the event the employee is not recalled during the twenty four (24) month period, any benefits accrued pursuant to this section will not result in payment to the employee. For employees with more than ten (10) years of seniority: For the next twenty-four (24) months that an employee is on layoff status, he/she shall not accrue seniority for purposes of computing sick time, vacation time or longevity increase. During this twenty-four (24) month period, the employee shall continue to accrue bargaining unit seniority for all other purposes. In the event the employee is not recalled during the thirty (30) month period, any benefits accrued pursuant to this section will not result in payment to the employee.

## ARTICLE 15. WAGES

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

- 1) All Employees are required to participate in payroll direct deposit.
- 2) There will be no paper advices or yearly mailings of W2 forms. Employees pay advices and W2 forms will be available at their individual City webpage.

- B. Computation of Back Wages

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

- C. Payment of Back Pay Claims

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

- D. Computation of Benefits

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

- E. Step Increases

Step increases will take place on employee's anniversary date.

## **ARTICLE 16. LEAVES OF ABSENCE**

### **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. Accrued leave time in the employee's comp, personal and vacation banks must be used during this leave of absence. If an employee does not have enough time in his or her banks, he or she will take the leave without pay.

### **B. Family Medical Leave**

An employee who, because of a serious medical condition, which makes the employee unable to perform his or her duties (other than medical condition or accident compensable under the Michigan Workers Compensation Laws) or who has an immediate family member (spouse, other qualified adult, children or parent of the employee) with a serious health condition, or for the birth of a child, or 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 Supervisor. A leave may be granted for up to one (1) year, except leaves for childbirth or adoption shall not exceed six (6) months in length. Accrued leave time in the employee's sick, comp, personal and vacation banks must be used during this leave of absence (employees may maintain 40 hours in sick bank and 40 hours in vacation bank). If an employee does not have enough time in his or her banks, he or she will take the leave without pay.

The Employer may request additional medical certification at any time during said (1) year period to substantiate the necessity for continued leave.

C. 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.

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

D. Funeral Leave

Employees shall be allowed paid time off as specified below for funerals:

Mother, father, sister, brother, spouse, son or daughter, step-child, or a member of the employee's immediate household.	5 days
Mother-in-law, father-in-law, sister-in-law, brother-in-law, step-parent, grandparent, or grandchild.	3 days
Aunt, uncle or cousin	1 day

Funeral leave shall not be deducted from sick time.

An employee shall be required to confirm the reason 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.

E. 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 the appointment is police related, and at the expiration of the leave he/she shall be returned to the job classification that he/she held prior to the leave.

F. Personal Leave Days

Employees may take up to thirty two (32) hours personal leave in any July 1 through June 30 period. Requests for such personal leave must be made at least twenty-four (24) hours before the time requested. Personal leave will not be charged as sick leave. 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 work day in the fiscal year shall be converted to compensatory time.

In the event that new employees are added to the Bargaining Unit, they shall accrue eight (8) hours personal leave in each fourth of the first fiscal year of their employment. The four periods 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.

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, unused personal days will not be paid if employee is justifiably terminated by the City.

G. Jury Duty

An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty 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.

## **ARTICLE 17. EDUCATIONAL BENEFITS**

In keeping with the Employer's policy of encouraging the improvement and professionalism of its personnel, through education, the Employer shall provide to employees up to a maximum of \$2,500 per fiscal year. The most current Human Resources Educational Policy will be followed.

## **ARTICLE 18. WORKERS COMPENSATION - ON THE JOB INJURY**

- A. Each employee will be covered by the applicable Workers Compensation Laws.
- B. The Employer further agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his/her employment with the City and who is eligible for Worker's Compensation, shall, in addition to Worker's Compensation benefits, receive the difference between the Worker's Comp benefits and his/her net salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime), commencing on the eighth (8<sup>th</sup>) day after the first work day off due to work related illness or injury and continuing thereafter for a maximum of fifty-two (51) weeks. On the fifteenth (15<sup>th</sup>) day after such first work day off due to work related illness or injury, the supplement will be paid to such first work day, and any employee banked time used for pay continuance during the first seven (7) days of absence will be restored to the employee's bank. Net will be calculated as follows: Employee's bi-weekly wage less Federal taxes, State taxes, F.I.C.A., and pension withholding. The supplemental amount shall not increase because of a change in the employee's W-4 form without approval of the City Administrator. The employee's take home supplement will equal the difference between his/her net pay as calculated above and his/her bi-weekly Worker's Compensation payments. For the 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 (2) 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. If an employee returns to work prior to the expiration of the fifty-two (52) week period, and then is off work again due to a recurrence or aggravation of the disability resulting in the prior absence from work, that employee shall be entitled to receive supplemental pay for a number of weeks equal to fifty-two (52) minus the number already received. After the 52 week period, the employee will receive only the benefits required by law. After the 52 week period, the employee will not receive any fringe benefits including insurance or accrue any sick, vacation or other time, however, an employee who does not return to work after the 52 week period may use accrued banks of compensatory, sick or vacation time to supplement Worker's Compensation up to net salary. However, no further accruals will occur after the 52 week period.
- C. While off-duty on a work related injury employees required to report for medical examinations will not receive overtime or other additional compensation.

- D. During this period of time, said employee's salary rate shall be commensurate with the position classification she/he is performing.
- E. Following the 365th day, the employee's health and ability to perform work for the City shall be reviewed. If the employee is able to return to his/her original position, she/he shall do so. If the employee is not able to return to his/her position but is able to perform work in another position or able to perform limited duty, she/he shall be offered that position or perform such limited duty and his/her pay shall be commensurate with the salary rate for that position.

## **ARTICLE 19. WORK SCHEDULE**

- A. The Employer shall have the right to determine reasonable schedules of working hours and days including the assignment of leave days and to establish the methods and process by which such work is performed. Prior to any change in the present work schedule, the City will confer with the Union before implementation of such change.
- B. The regular work schedule shall consist of four (4) consecutive ten (10) hour days per week. Employees shall also have the option to work five (5) eight (8) hour days per week with the approval of the Chief/designee. It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary nor capricious. If a new permanent shift is established by the Employer, the Union will be notified prior to implementation and it shall be filled on the basis of seniority, provided if no employee volunteers, the Employer retains the right to assign the least senior qualified employee.
- C. Break and Lunch Periods  
  
All employees shall be entitled to two (2) fifteen (15) minute rest periods during each shift. A lunch period shall not be considered a rest period. Lunch shall consist of one-half hour with pay.

## **ARTICLE 20. OVERTIME**

For those employees working the ten (10) hours per day schedule, time and one-half their regular straight time hourly rate of pay shall be paid for all hours worked in excess of the ten (10) hours in any work day. 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.

### **Emergency Scheduling**

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 there are no volunteers available; the Department retains the right to order overtime as in emergency situations. For purposes of overtime scheduling, all overtime known over forty-eight (48) hours in advance will be considered non-emergency overtime.

## **ARTICLE 21. 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 22. 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 (960) hours. Time earned in excess of one hundred twenty (960) hours will automatically be paid at the appropriate rate in cash. Upon termination, retirement or death all compensatory time accumulated will be paid in full 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 when an employee has exhausted their sick leave and approval is given by the Deputy Chief to use compensatory time in lieu of sick leave.
- C. Compensatory time may not be used with any other authorized time off which would exceed 40 hours off totally except when used with vacation time.
- D. A maximum of 40 hours compensatory time may be allowed with any vacation.
- E. Voluntary payouts of compensatory banks will be allowed on a quarterly basis.
- F. Transfer of Compensatory Time

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

## ARTICLE 23. HOLIDAYS

- A. 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:

- 1) New Year's Eve
- 2) New Year's Day
- 3) Martin Luther King's Birthday
- 4) President's Day
- 5) Good Friday (1/2)
- 6) Memorial Day
- 7) July Fourth
- 8) Labor Day
- 9) Veteran's Day
- 10) Thanksgiving Day
- 11) Christmas Eve
- 12) Christmas Day
- 13) 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:

- 1) New Year's Eve (1/2)
- 2) Christmas Eve (1/2)
- 3) 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.

- B. In cases where an employee's assigned leave day falls on a holiday, they 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, they 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.

C. Holiday Pay vs. Holiday Premium Pay

- 1) Holiday Pay – Compensation for City determined holidays which is available to all active employees of the City. Compensatory time may not be substituted for holiday pay.
- 2) 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.

D. 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.

E. 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.

F. 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.

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

## ARTICLE 24. VACATION

A. Vacation shall be accrued and granted as follows:

<u>Years of Service</u>	<u>Vacation Hours Earned on Annual Basis</u>	<u>Accrual earned each pay period based on 80 hour pay period</u>
<u>Hire to 10<sup>th</sup> anniversary</u>	<u>150</u>	<u>5.77 hours</u>
<u>10 anniversary – 15<sup>th</sup> anniversary</u>	<u>180</u>	<u>6.92 hours</u>
<u>15th anniversary through remainder of employment</u>	<u>210</u>	<u>8.08 hours</u>

B. Records

The Section Commanders shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements and with the written request of the employees. The use of vacation time in increments of one (1) hour or more may be approved by the Employer.

C. 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.

D. Separation from City Service

Employees separated from the City service shall be paid at their normal salary rate for their unused vacation at the salary rate in effect upon the date of their separation. If employee is terminated by the City they will not be paid for unused vacation.

E. Transfer of Leave

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

F. Vacation Call Back

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

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

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

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

I. Vacation payout at retirement shall not be included in final average compensation for employees.

## **ARTICLE 25. BULLETIN BOARDS**

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

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

## **ARTICLE 26. TRAINING AND TEMPORARY ASSIGNMENTS**

### **Progression Training**

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

### **Temporary Assignments**

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

**ARTICLE 27. SAFETY COMMITTEE**

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

## **ARTICLE 28. HEALTH, DENTAL, AND OPTICAL INSURANCE**

The Employer agrees to the following conditions regarding health insurance:

### **Active Employee Health Care Coverage**

After three (3) months of employment, the City will provide health care coverage under a preferred provider organization program (the "PPO Plan") administered by Blue Cross-Blue Shield of Michigan, or similar third party administrator. Employees may elect coverage under the "High Option Plan" for which they shall pay a portion of the monthly premium contributions, or the "Low Option Plan" for which they shall pay no monthly premium contributions. Employees will be advised of this provision in writing each year during the open enrollment period.

An employee may elect to purchase benefits at his/her own cost during the first three (3) months of employment. At the end of this three (3) month period, the City will assume full cost for the "Low Option Plan" or for the "High Option Plan" (less the applicable premium contribution as described in the paragraph below, and deductibles, co-pays, and co-insurance up to the out of pocket maximum set for the plan), for an employee, employee plus one, employee plus two, employee plus three, or employee plus four or more coverage, including spouse or children as defined in the health care plan (until their twenty sixth (26<sup>th</sup>) birthday). An employee shall not be able to change such election until the next Open Enrollment, or unless the employee has a change in family status/life events. Employees promoted into this bargaining unit who, during the course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.

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):

- A. "Low Plan" : [for in-network costs]: No monthly premium, \$1000 deductible (Single), \$2000 deductible (family); 20% co-insurance up to out of pocket annual maximum of \$2,400 (single) or \$4800 (family), \$15 office visit co-pay, \$15 urgent care co-pay; \$50 emergency room co-pay; unlimited preventative care, \$20 co-pay on generic prescription drugs and \$40 co-pay on name brand prescription drugs; mandatory mail order on maintenance drugs with 2 co-pays for 90 day supply.
- B. "High Plan" : [for in-network costs]: 10% monthly premium\* with levels for employee, employee plus one, employee plus two, employee plus three and employee plus four or more, \$300 deductible (Single), \$600 deductible (family);

20% co-insurance up to out of pocket annual maximum of \$1,200 (single) or \$2,500(family), \$10 office visit co-pay, \$10 urgent care co-pay; \$50 emergency room co-pay; unlimited preventative care, \$10 co-pay on generic prescription drugs and \$30 co-pay on name brand prescription drugs; mandatory mail order on maintenance drugs with 2 co-pays for 90 day supply.

\*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. When a new HRIS program is implemented, premium deductions will be taken over 26 pay periods.

By October 15<sup>th</sup> 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 which 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.

## **Retiree Health Care Coverage**

The City of Ann Arbor shall provide to all bargaining unit members who were hired on or 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 level of coverage under the PPO Plan as received by the bargaining unit member as of the date of retirement, unless otherwise provided in this contract. Retirees may choose either the high plan or low plan annually at each open enrollment period. Premium contributions under the High Plan shall be based upon the illustrative premium rates for all employees which shall be effective as of the date of retirement and subject to revision based upon total group experience each subsequent January 1, payable each month. This benefit provision also applies to surviving spouses, and eligible dependent children as defined in the health care plan (until the end of the month of their twenty sixth (26<sup>th</sup>) birthday).

If an employee retires and assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. However, should the retiree lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof-of-loss to the City, such retiree may elect to reenroll under the City's health coverage. Such coverage shall be restored and recommence immediately following the production of such proof-of-loss. The City shall not prohibit a retiree from re-entering the City's health coverage for any reason upon loss of coverage from another program, and, further, the health coverage benefits provided upon return to City coverage will be the same as which the employee was entitled to upon retirement.

Retirees are required to have both Medicare Part A and Part B. The Medicare Part B premium remains the responsibility of the retiree. Upon becoming Medicare eligible, the City of Ann Arbor shall provide supplemental health care coverage to retirees, including spouse and dependent children (up to the age of 26) such that this supplemental health care coverage, when combined with Medicare Parts A and B, shall provide the retiree the level of health care coverage that he/she received as of the date of his/her retirement. 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.

Employees hired 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 coverage at the time of retirement. For the term of this Agreement, the City will annually contribute the actuarial equivalent of twenty five hundred dollars (\$2500) into a Retirement Health Reimbursement Account for each

bargaining unit member in this category. This amount will be contributed at the end of each calendar year. This account will become available to employees upon their retirement (full or early), for reimbursement of eligible medical expenses, or to purchase, at the retiree's full cost, access to the City's medical plan which may be offered at that time. Employees will receive an annual statement documenting their credit in the account.

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

### **Wellness Incentive Program**

All employees enrolled as the subscriber on the City's Medical 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. The program is rolled out with the beginning of each plan year. Eligible employees will have the opportunity to complete wellness activities and earn incentive dollars that are deposited into their 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 terms of the program will be announced annually.

The Wellness Incentive Program will allow employees to earn up to five hundred (\$500) for each calendar year under this contract.

### **Health Reimbursement Accounts**

Unused amounts in the Health Reimbursement Account may be carried forward each year. An employee who retires and begins to receive pension benefit payments from the City's defined benefit pension plan will be able to access unused funds, but no new contributions will be made to a retiree's account. An employee who otherwise separates from City employment for any reason will forfeit any unused funds.

### **Dental Coverage**

After three (3) months of employment, employees, their spouses and eligible dependents, shall be provided a "75% (Class I and II)/ 50% (Class III and IV) Delta Dental Plan" or its satisfactory equivalent with a maximum benefit of two thousand dollars (\$2000) per year per person. Dental benefits are available to dependents through the end of the calendar year in which they turn nineteen (19). Dependents can remain on the plan between the ages of 19-25 if they are full-time students. Proof of student status will be requested at their nineteenth birthday and each semester to verify eligibility. The City shall also provide an orthodontics rider providing fifty (50%) co-payment for employees' dependent children up to their nineteenth (19<sup>th</sup>) birthday with a

two thousand dollars (\$2000) lifetime maximum per person. Benefits will be paid after attainment of age nineteen (19) for continuous treatment which began prior to age nineteen (19). See Appendix A for Dental Plan specifications.

#### **Bidding**

During the term of this contract, the Employer has the right to place the dental insurance program out for competitive bidding. Bidders must provide the same or better levels of coverage as the current plan with reasonably similar acceptance levels to current providers. If a provider can supply a better benefit plan at the same cost, those additional benefits shall be provided to the bargaining unit. The Chief Steward must agree in writing that the City's proposal is equal to or better than the current coverage. There shall be at least thirty (30) days notice provided to the bargaining unit before any changeover in providers goes into effect.

#### **Vision Coverage**

The City of Ann Arbor shall provide to each member of the bargaining unit (after three (3) months of employment), the vision plan offered through Eye-Med Advantage as described in this article and in Appendix C or its satisfactory equivalent, for optical expenses for the employee and his/her spouse and eligible dependents. Vision benefits are available to dependents through the end of the calendar year in which they turn nineteen (19). Dependents can remain on the plan between the ages of nineteen and twenty five (19-25) if they are full-time students. Proof of student status will be requested at their nineteenth birthday and each semester to verify eligibility. Failure to provide verifying documentation will result in cancellation of coverage.

#### **Bidding**

During the term of this contract, the Employer has the right to place the vision insurance program(s) out for competitive bidding. Bidders must provide the same or better levels of coverage as the current plan with reasonably similar acceptance levels to current providers. If a provider can supply a better benefit plan at the same cost, those additional benefits shall be provided to the bargaining unit. The Chief Steward must agree in writing that the City's proposal is equal to or better than the current coverage. There shall be at least thirty (30) days notice provided to the bargaining unit before any changeover in providers goes into effect.

#### **30-Day Rule for Benefits**

Employees, retirees, and surviving spouses must report major life event changes to the Benefits office within thirty (30) days of the event in order to add or delete persons from their benefit plans (health, dental, vision, life insurance). Major life event changes impact eligibility for benefits. Such life event changes include: marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, loss of health

insurance under another plan. Notification beyond thirty (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 thirty (30) days results in additional benefit costs by the City, the employee/retiree 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.

### **Employees / Retirees Married to Employees / Retirees**

When two employees/retirees are eligible for benefits and are legally married to each other, they will be enrolled under one individual as the subscriber and spouse and receive benefits under one contract (health, dental, vision or dependent life insurance coverage). This provision applies to any eligible employee/retiree relationship. The employee/retiree who is not the subscriber, shall not be eligible for the waiver described in the Health Coverage Cost Containment Waiver Program below and in Appendix E of this contract. However, each employee is entitled to Basic and Optional Life Insurance coverage.

### **Health Coverage Cost Containment Waiver Program**

Under specified conditions set forth in Appendix E, employees shall be able to waive their City health care coverage, and receive two thousand dollars (\$2,000) 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.

### **Part Time Employees**

Permanent employees working less than 100% 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% time, are not eligible for health insurance coverage.

## ARTICLE 29. LIFE INSURANCE COVERAGE

- A. After three (3) months of employment, the City will provide life insurance coverage in the amount of \$15,000 for all employees upon first day of work. The City will provide life insurance coverage in the amount of \$10,000 for employees who retire with fifteen (15) or more years of service with the City and immediately begin to receive a pension benefit from the City's defined benefit pension plan. Employees who defer retirement are not eligible for the \$10,000 life insurance benefit.
- B. Employees may elect Optional Life Insurance in an amount equal to two times' their annual base pay. The City will pay one-half and the employee will pay one-half the amount of the monthly premium. Employees may elect this coverage within thirty (30) days of completion of the probationary period without providing Evidence of Insurability. If not elected when first eligible, an employee may apply for Optional Life Insurance coverage at any time, but must provide Evidence of Insurability. Monthly premiums will be paid on an after-tax basis through payroll deduction. Retiring or 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. Employees may elect Optional Dependent Life Insurance as follows:

<b>Dependent</b>	<b>Amount</b>
Spouse, other qualified adult	\$10,000
Children	
Birth to Age Six Months	\$1,000
Age Six Month to Age 19	\$ 7,000
Full-time Students Age 19-23 (coverage ends at the end of the birthday month)	\$ 7,000

The employee will pay the total amount of the monthly premium. 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 Optional Dependent Life Insurance coverage on behalf of a dependent at any time, but must provide Evidence of Insurability. Monthly premiums will be paid on an after-tax basis through payroll deduction. Retiring or terminating employees may elect to continue coverage by contacting the life insurance company and paying directly to it the entire cost of the Optional Dependent Life Insurance coverage desired.

## ARTICLE 30. SICK LEAVE

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

### A. Number of Days

All employees of the unit shall be entitled to sick leave of (8) eight hours with pay for each completed month of service. Employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees. 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. New employees on their date of hire shall have credited to them twelve (12) eight-hour work days sick leave, however, they shall not accumulate additional sick leave until after the completion of one year of service. If a new employee uses a portion of their advance accrual and then leaves City employment prior to when they normally would have accrued the amount used, the cash value of such excess usage will be deducted from their final payout. Employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees. Provided, however, annual sick leave may be credited on a prorated biweekly basis.

### B. Unused Sick Leave

Unused sick leave may be accumulated without limit, except as provided in (C) below.

### C. Additional Provisions

In addition to compensation for absence due to sickness, the following shall apply:

- 1) An employee who dies before retirement, or retires under the Employer's Retirement Plan, shall be paid any unused accumulation, not to exceed nine hundred and sixty (960) hours of paid sick leave, or 1500 hours of combined compensatory time, sick time and vacation time, at the rate of pay applicable to the employee at the time of retirement. Accumulated sick leave pay shall not be included in determining final average compensation for pension purposes.
- 2) 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 31<sup>st</sup> of each year. Such payment shall not be for less than one (1) day nor for more

than four (4) days; and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has twelve (12) days accrued, he may elect to receive four (4) days (up to a maximum of thirty-two 32 hours paid) in cash and carry forward eight (8) days.

- 3) An employee who has accrued a total of nine hundred-sixty (960) hours of paid sick leave credit shall, if he/she requests, be paid 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), and the remaining one-half shall accumulate and may be used for sickness only and will not be compensated for in any way upon death or retirement. If an employee wishes to accumulate all of the unused sick leave credit earned in such year, he/she may accumulate it, but it may be used for sickness only and will not be compensated for in any way upon death or retirement. Payment will be made in the first full pay period in January that includes only January, not December, days.
- 4) 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.

D. Legal Holidays

Employees absent from work on legal holidays, during sick leave, during vacation, while on Worker's Compensation or on special leave during vacation, while on Workers' Compensation, or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.

E. Contagious Diseases

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 which could be communicated to other employees, and due to illness in employee's immediate family, which is limited to husbands, wives, children and parents.

F. 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 leaves work 2-1/2 hours after

beginning their work shift, they will be charged with 7-1/2 hours sick leave. If they leave five hours after beginning their work shift, they will be charged with five hours sick leave.

G. Qualification For Sick Leave Payment

In order to qualify for sick leave payment, the employee must cause the facts to be reported to the Police Department one (1) hour before his/her regular starting time on the first working day of absence and shall regularly report, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave shall not be granted unless the report has been made. 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 officer and his/her family.

H. Doctor's Certificate

In order to qualify for sick leave payments, employees shall furnish a signed doctor's certificate upon return to duty, if requested by the Chief, identifying and confirming the illness.

I. False Claim

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.

J. 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.

K. Extra Duty Assignment

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.

L. Sick And Unable to Report

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.

M. Off Duty

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.

N. Physician's Statement

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.

O. Accumulated Sick Leave

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

P. Doctor And Dental Appointments

Sick leave may be used for doctor and dental appointments of the employee or members of their immediate family.

Q. Family Medical Leave shall coordinate with sick leave in accordance with Federal law.

## ARTICLE 31. PENSION PLAN

A. Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of the Ann Arbor City Code (restated January 18, 2011, and retroactive to July 1, 2010) except for the changes specifically provided for in this agreement.

B. Pension:

Normal Retirement - You are eligible for a full (unreduced) retirement if:

- For employees hired on or before July 2, 2012, or who transferred into this bargaining unit from a unit which they were eligible for a 5 year vesting period, based upon the date of hire: You are age 60 or over and have at least 5 years of service; or
- For employees hired after July 2, 2012 or who transferred from a unit in which they were eligible for a 10 year vesting period, based on date of hire: you are age 60 and have at least 10 years of service; or
- You are age 50 and have acquired 25 years of credited service. If you have any questions about eligibility, you should contact the Retirement office.

Early Retirement – If you retire before age 60, you may be eligible for a reduced pension if:

- You are at least age 50 and have 20 or more years of service.
- It is important to note that the early retirement reduction will be at .33% (.0033) for each month between the date you retire and the date at which you will attain voluntary, normal retirement age.

Pension Calculation:

2.5% of final average compensation, multiplied by the number of years of credited service. (See pension ordinance for details regarding final average compensation).

For employees hired on or before July 2, 2012, or who transferred into this unit from a unit in which they were eligible for a 36 month FAC, based on their date of hire, the FAC calculations will be based on 36 months of credited service within the ten years prior to retirement, as specified in the pension ordinance.

For employees hired after July 2, 2012, or who transferred into this unit from a unit in which they were eligible for a 60 month FAC, based on their date of hire, the FAC calculation will be based on 60 months of credited service within the ten years prior to retirement, as specified in the pension ordinance.

- C. Final Payouts at Retirement: Effective July 1, 2008 all payouts at retirement for unused sick leave, compensatory time or vacation pay shall be made in one final payment. Such payments are not included in final average compensation.
- D. Pension Contributions: Effective with the first pay period in August 2010, each member of the bargaining unit contributes 6% of pay (on a pre-tax basis) to the pension plan. Such contributions are made by automatic withdrawal from the member's biweekly paycheck.
- E. Pension Board Composition: The Union agrees to the pension board composition approved by the voters by change in charter in November 2011. At the time all the City's collective bargaining units have similarly agreed to the composition, and the change in composition is implemented, the Union will have thirty (30) days prior to the nomination of the new Citizen Trustee to bring any pension board applicants to the Mayor for review and consideration. The process for appointing a Citizen Trustee to the pension board will then be conducted in accordance with the Charter and Pension Ordinance and Council Rules.

## ARTICLE 32. LONGEVITY PAYMENTS

- A. Employees covered under this Agreement will receive cash bonus allotments- longevity payments- according to the following schedule:

Years of Service	Amount Paid
Beginning with 5 <sup>th</sup> anniversary annually	\$300.00
Beginning with 10 <sup>th</sup> anniversary annually	\$600.00
Beginning with 15 <sup>th</sup> anniversary annually	\$900.00
Beginning with 20 <sup>th</sup> anniversary annually	\$1,200.00
Beginning with 25 <sup>th</sup> anniversary, annually	\$1,500.00

- B. The above cash 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 and is eligible for longevity pay, such pay will be prorated and paid based upon the employee's anniversary date.
- C. The cash 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 in this cash payment. Employees who are discharged by the City will not be eligible for prorated longevity from their anniversary date.

### **ARTICLE 33. MEDICAL EXAMINATIONS**

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 Supervisor. 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.

#### **ARTICLE 34. PERSONAL ARTICLES 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 in the line of duty 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 35. PROVISIONS FOR 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 \$25.00 a month through payroll deduction.

## ARTICLE 36. GENERAL PROVISIONS

### A. Delegation

No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the City and its officials by the Ann Arbor City Charter, State Law, or the Ann Arbor Ordinance Code, nor shall the City or its officials abridge such authority.

### B. Emergency Financial Manager

An emergency manager appointed to the City under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Government and School District Fiscal Accountability 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.

### C. 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

### D. During the work week, business casual clothing is allowed.

### **ARTICLE 37. SALARY INCREASES**

Effective following the execution of this agreement, each year of this contract, all current bargaining unit members will receive a 1.5% base wage increase along with a lump sum payment of 1%. In addition, effective January 1 of each year of this contract, the wage tables for new hires will be adjusted (increased) by 2.5%.

## **ARTICLE 38. SUMMARY PROVISIONS**

### **A. Provisions Contrary to Law**

If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

### **B. 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 agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices, and arrangements heretofore existing.

### **C. 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 Union, 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**

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

signed this Agreement. Furthermore, the parties acknowledge that this Agreement constitutes settlement of all outstanding grievances.

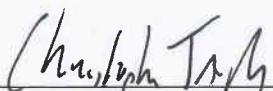
### **ARTICLE 39. DURATION OF AGREEMENT**

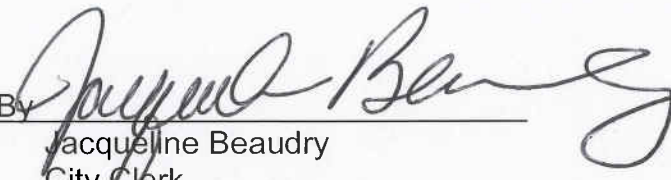
This Agreement shall become effective as of January 1, 2015, and shall remain in full force and effect through December 31, 2017 and from year to year thereafter unless either party hereto serves written notice upon the other at least ninety (90) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

EMPLOYER

CITY OF ANN ARBOR  
OF

By   
Christopher Taylor, Mayor

By   
Jacqueline Beaudry  
City Clerk

Approved as to Substance:

  
Steve Powers  
City Administrator

  
John Seto  
Chief of Police


Approved as to Form:

  
Stephen Postema  
City Attorney

UNION

INTERNATIONAL BROTHERHOOD

TEAMSTERS, CHAUFFEURS,  
WAREHOUSE-MEN AND HELPERS  
OF AMERICA, INDEPENDENT  
UNION, LOCAL NO. 214

By   
Renee Wagner  
Steward

By   
Allen A. Lewis  
Business Agent

## APPENDIX A - SUMMARY OF DENTAL PLAN BENEFITS

<b>Class I Benefits - Plan Pays 75%</b>
Diagnostic and Preventative Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)
Emergency Palliative Treatment – Used to temporarily relieve pain
Radiographs - X-rays
<b>Class II Benefits - Plan Pays 75%</b>
Oral Surgery Services – Extractions and dental surgery, including preoperative and postoperative care
Endodontic Services – Used to treat teeth with disease or damaged nerves (for example, root canals)
Periodontic Services – Used to treat disease of the gums and supporting structures of the teeth
Relines and Repairs – Relines and repairs to bridges and dentures
Minor Restorative Services – Used to repair teeth damaged by disease or injury (for example, fillings)
Major Restorative Services – Used when teeth can't be restored with another filling material (for example, crowns)
<b>Class III Benefits - Plan Pays 50%</b>
Prosthetic Services – Used to replace missing natural teeth (for example, bridges and dentures)
<b>Class IV Benefits - Plan Pays 50%</b>
Orthodontic Services (to age 19) – Used to correct malposed teeth and/or facial bones (for example, braces)

### **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 6 months 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 B – HEALTH CARE PLAN**  
***High Plan (10% Premium)***

<b><i>Plan Provision</i></b>	<b><i>January 1, 2015- December 31, 2017</i></b>
Single In-Network Deductible	\$300
Family In-Network Deductible	\$600
Single In-Network Coinsurance	80% / 20%
Family In-Network Coinsurance	80% / 20%
Single Out-of-Network Deductible	\$600
Family Out-of-Network Deductible	\$1,200
Single Out-of-Network Coinsurance	60% / 40%
Family Out-of-Network Coinsurance	60% / 40%
Single In-Network Out-of-Pocket	\$1,200
Family In-Network Out-of-Pocket	\$2,500
Single Out-of-Network Out-of-Pocket	\$2,400
Family Out-of-Network Out-of-Pocket	\$5,000
Annual per Person Routine Wellness	100%
Office Visit Copayments: Routine	\$10
Office Visit Copayments: Specialist	\$10
Urgent Care Copayments	\$10
Additional Inpatient Hospital Deductible	\$0
Prescriptions 30 Days Generic / Brand	\$10 / \$30
Mail Order Prescriptions 90 Days	\$20 / \$60
Required for Maintenance Drugs	
Emergency Room Copayments	\$50

***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.***

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

**Low Plan (0% premium)**

<b>Plan Provision</b>	<b>January 1, 2015- December 31, 2017</b>
Single In-Network Deductible	\$1000
Family In-Network Deductible	\$2000
Single In-Network Coinsurance	80% / 20%
Family In-Network Coinsurance	80% / 20%
Single Out-of-Network Deductible	\$2,000
Family Out-of-Network Deductible	\$4,000
Single Out-of-Network Coinsurance	60% / 40%
Family Out-of-Network Coinsurance	60% / 40%
Single In-Network Out-of-Pocket	\$2,400
Family In-Network Out-of-Pocket	\$4,800
Single Out-of-Network Out-of-Pocket	\$4,800
Family Out-of-Network Out-of-Pocket	\$9,600
Annual per Person Routine Wellness	100%
Office Visit Copayments: Routine	\$15
Office Visit Copayments: Specialist	\$15
Urgent Care Copayments	\$15
Additional Inpatient Hospital Deductible	\$0
Prescriptions 30 Days Generic / Brand	\$20 / \$40
Mail Order Prescriptions 90 Days	\$40 / \$80
Required for Maintenance Drugs	
Emergency Room Copayments	\$50

***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.***

## APPENDIX C- EYEMED VISION



### 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.

***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.***

## APPENDIX D - PAY SCALES

APPENDIX D- PAY SCALES									
Police Professional Assistants									
Effective January 1, 2015									
Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Professional Assistant Level 1 Job #180370 - Records	1	\$ 40,996.80 \$ 1,576.80 \$ 19.71	\$44,283.20 \$ 1,703.20 \$ 21.29	\$45,385.60 \$ 1,745.60 \$ 21.82	\$46,529.60 \$ 1,789.60 \$ 22.37	\$47,652.80 \$ 1,832.80 \$ 22.91	\$48,859.20 \$ 1,879.20 \$ 23.49		
Police Professional Assistant Level 2 Job # 180380 - Records, Property, DB	2	\$45,115.20 \$ 1,735.20 \$ 21.69	\$48,734.40 \$ 1,874.40 \$ 23.43	\$49,961.60 \$ 1,921.60 \$ 24.02	\$51,230.40 \$ 1,970.40 \$ 24.63	\$52,499.20 \$ 2,019.20 \$ 25.24	\$53,809.60 \$ 2,069.60 \$ 25.87	\$55,182.40 \$ 2,122.40 \$ 26.53	
Police Professional Assistant Level 3 Job # 180390 - Timekeeping, DB	3	\$51,875.20 \$ 1,995.20 \$ 24.94	\$56,035.20 \$ 2,155.20 \$ 26.94	\$57,449.60 \$ 2,209.60 \$ 27.62	\$58,864.00 \$ 2,264.00 \$ 28.30	\$60,340.80 \$ 2,320.80 \$ 29.01	\$61,963.20 \$ 2,383.20 \$ 29.79	\$63,481.60 \$ 2,441.60 \$ 30.52	
Notes:	1. Wage differential between step 1 of each level maintained 2. Wage differentials between all steps in level maintained								

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

APPENDIX D- PAY SCALES								
Police Professional Assistants								
Effective January 1, 2016								
Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Professional Assistant Level 1 Job #180370 - Records	1	\$ 41,620.80 \$ 1,600.80 \$ 20.01	\$ 44,948.80 \$ 1,728.80 \$ 21.61	\$ 46,072.00 \$ 1,772.00 \$ 22.15	\$ 47,236.80 \$ 1,816.80 \$ 22.71	\$ 48,380.80 \$ 1,860.80 \$ 23.26	\$ 49,587.20 \$ 1,907.20 \$ 23.84	
Police Professional Assistant Level 2 Job # 180380 - Records, Property, DB	2	\$ 45,801.60 \$ 1,761.60 \$ 22.02	\$ 49,462.40 \$ 1,902.40 \$ 23.78	\$ 50,689.60 \$ 1,949.60 \$ 24.37	\$ 51,979.20 \$ 1,999.20 \$ 24.99	\$ 53,248.00 \$ 2,048.00 \$ 25.60	\$ 54,579.20 \$ 2,099.20 \$ 26.24	\$ 55,972.80 \$ 2,152.80 \$ 26.91
Police Professional Assistant Level 3 Job # 180390 - Timekeeping, DB	3	\$ 52,665.60 \$ 2,025.60 \$ 25.32	\$ 56,888.00 \$ 2,188.00 \$ 27.35	\$ 58,323.20 \$ 2,243.20 \$ 28.04	\$ 59,758.40 \$ 2,298.40 \$ 28.73	\$ 61,256.00 \$ 2,356.00 \$ 29.45	\$ 62,920.00 \$ 2,420.00 \$ 30.25	\$ 64,459.20 \$ 2,479.20 \$ 30.99
Notes:	1. Wage differential between step 1 of each level maintained 2. Wage differentials between all steps in level maintained							



Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

<b>APPENDIX D- PAY SCALES ~ NEW HIRES</b>									
<b>Police Professional Assistants</b>									
<b>Effective January 1, 2015</b>									
<b>Position</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	
<b>Police Professional Assistant Level 1</b>	<b>1</b>	\$ 37,232.00	\$ 39,104.00	\$ 40,081.60	\$ 41,080.00	\$ 42,099.20	\$ 43,160.00		
<b>Job #180370 - Records</b>		\$ 1,432.00	\$ 1,504.00	\$ 1,541.60	\$ 1,580.00	\$ 1,619.20	\$ 1,660.00		
		\$ 17.90	\$ 18.80	\$ 19.27	\$ 19.75	\$ 20.24	\$ 20.75		
<b>Police Professional Assistant Level 2</b>	<b>2</b>	\$ 40,976.00	\$ 43,035.20	\$ 44,116.80	\$ 45,219.20	\$ 46,342.40	\$ 47,507.20	\$ 48,692.80	
<b>Job # 180380 - Records, Property, DB</b>		\$ 1,576.00	\$ 1,655.20	\$ 1,696.80	\$ 1,739.20	\$ 1,782.40	\$ 1,827.20	\$ 1,872.80	
		\$ 19.70	\$ 20.69	\$ 21.21	\$ 21.74	\$ 22.28	\$ 22.84	\$ 23.41	
<b>Police Professional Assistant Level 3</b>	<b>3</b>	\$ 47,132.80	\$ 49,483.20	\$ 50,710.40	\$ 51,979.20	\$ 53,268.80	\$ 54,600.00	\$ 55,972.80	
<b>Job # 180390 - Timekeeping, DB</b>		\$ 1,812.80	\$ 1,903.20	\$ 1,950.40	\$ 1,999.20	\$ 2,048.80	\$ 2,100.00	\$ 2,152.80	
		\$ 22.66	\$ 23.79	\$ 24.38	\$ 24.99	\$ 25.61	\$ 26.25	\$ 26.91	
<b>Notes:</b>									
1. Wage differential between step 1 of each level maintained									
2. Wages adjusted to create a 5% differential between step 1 and step 2; 2.5% differential between additional steps									

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

APPENDIX D- PAY SCALES									
Police Professional Assistants				NEW HIRES					
Effective January 1, 2016									
Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
Police Professional Assistant Level 1	1	\$ 38,168.00	\$ 40,081.60	\$ 41,080.00	\$ 42,099.20	\$ 43,160.00	\$ 44,241.60		
Job #180370 - Records		\$ 1,468.00	\$ 1,541.60	\$ 1,580.00	\$ 1,619.20	\$ 1,660.00	\$ 1,701.60		
		\$ 18.35	\$ 19.27	\$ 19.75	\$ 20.24	\$ 20.75	\$ 21.27		
Police Professional Assistant Level 2	2	\$ 41,995.20	\$ 44,096.00	\$ 45,198.40	\$ 46,321.60	\$ 47,486.40	\$ 48,672.00	\$ 49,899.20	
Job # 180380 - Records, Property, DB		\$ 1,615.20	\$ 1,696.00	\$ 1,738.40	\$ 1,781.60	\$ 1,826.40	\$ 1,872.00	\$ 1,919.20	
		\$ 20.19	\$ 21.20	\$ 21.73	\$ 22.27	\$ 22.83	\$ 23.40	\$ 23.99	
Police Professional Assistant Level 3	3	\$ 48,297.60	\$ 50,710.40	\$ 51,979.20	\$ 53,268.80	\$ 54,600.00	\$ 55,972.80	\$ 57,366.40	
Job # 180390 - Timekeeping, DB		\$ 1,857.60	\$ 1,950.40	\$ 1,999.20	\$ 2,048.80	\$ 2,100.00	\$ 2,152.80	\$ 2,206.40	
		\$ 23.22	\$ 24.38	\$ 24.99	\$ 25.61	\$ 26.25	\$ 26.91	\$ 27.58	
Notes:	1. Wage differential between step 1 of each level maintained								
	2. Wages adjusted to create a 5% differential between step 1 and step 2; 2.5% differential between additional steps								

APPENDIX D- PAY SCALES								
Police Professional Assistants								
Effective January 1, 2017								
Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Professional Assistant Level 1 Job #180370 - Records	1	\$ 39,124.80	\$ 41,080.00	\$ 42,099.20	\$ 43,160.00	\$ 44,241.60	\$ 45,344.00	
		\$ 1,504.80	\$ 1,580.00	\$ 1,619.20	\$ 1,660.00	\$ 1,701.60	\$ 1,744.00	
		\$ 18.81	\$ 19.75	\$ 20.24	\$ 20.75	\$ 21.27	\$ 21.80	
Police Professional Assistant Level 2 Job # 180380 - Records, Property, DB	2	\$ 43,056.00	\$ 45,219.20	\$ 46,342.40	\$ 47,507.20	\$ 48,692.80	\$ 49,920.00	\$ 51,168.00
		\$ 1,656.00	\$ 1,739.20	\$ 1,782.40	\$ 1,827.20	\$ 1,872.80	\$ 1,920.00	\$ 1,968.00
		\$ 20.70	\$ 21.74	\$ 22.28	\$ 22.84	\$ 23.41	\$ 24.00	\$ 24.60
Police Professional Assistant Level 3 Job # 180390 - Timekeeping, DB	3	\$ 49,524.80	\$ 52,000.00	\$ 53,310.40	\$ 54,641.60	\$ 56,014.40	\$ 57,408.00	\$ 58,843.20
		\$ 1,904.80	\$ 2,000.00	\$ 2,050.40	\$ 2,101.60	\$ 2,154.40	\$ 2,208.00	\$ 2,263.20
		\$ 23.81	\$ 25.00	\$ 25.63	\$ 26.27	\$ 26.93	\$ 27.60	\$ 28.29
Notes:	1. Wage differential between step 1 of each level maintained 2. Wages adjusted to create a 5% differential between step 1 and step 2; 2.5% differential between additional steps							

## **APPENDIX E - HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM**

**Waiver Program:** Regular full-time or part-time employees who have completed the probationary period may waive the City of Ann Arbor's health care coverage when first eligible, during Open Enrollment or within 30 days of a "life event". To take advantage of this cost containment program, an employee must complete and submit the *Health Care Coverage Waiver Form* and the *Health Care Coverage Enrollment/Change Form* to the Benefits Staff of Human Resources Services.

The above-referenced forms must be completed each year during the annual Open Enrollment or within 30 days of a "life-event".

**Eligibility.** Regular full-time or part-time employees who are covered under another group health plan are eligible for the *Waiver Program*. An employee is not eligible if such employee is enrolled as a dependent in the City of Ann Arbor's program through a current active employee or retiree. An employee must be actively employed.

**Amount of Payment:** In return, the employee will receive a \$2,000 (\$1,800 for health, \$150 for dental, \$50 for vision) payment for the Plan Year for which the employee elects not to participate in the City's health care programs. 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.

**Re-Entry Into the City's Health Coverage Programs:** Employees who elect to waive the City's health care coverage may re-enter the City's program during Open Enrollment or if the employee loses coverage under an alternate arrangement. The employee must provide written proof of such loss within 30 days from the date of loss. If a payment has been made to an employee for a period in which such employee re-enters coverage under the City's programs, then the employee must repay to the City the amount paid for the period.

The City of Ann Arbor reserves the right to amend or terminate this program at any time, and if so, will announce the change during Open Enrollment, and the change will be effective for that upcoming Plan Year for which such Open Enrollment is occurring.

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

<b>A</b>		<b>H</b>	
Accrual of Vacation Leave	39	Health Care Plan Provisions	68
Accumulated Sick Leave	54	Holidays	37
Aid To Other Organizations	7	<b>I</b>	
<b>B</b>		Individual Grievance	15
Bulletin Boards	41	<b>J</b>	
<b>C</b>		Jury Duty	29
Call Backs	35	<b>L</b>	
City And Departmental Rules	12	Layoffs	23
Compensatory Time	36	Leaves Of Absence	26
Computation Of Back Wages	25	Life Insurance	50
Computation Of Benefits	25	Longevity Payments	57
Contagious Diseases	52	Loss of Seniority	21
Cost of Arbitrator	14	Lunch Periods	33
<b>D</b>		<b>M</b>	
Dental Benefits	67	Management Rights	8
Discrimination	7	Medical Examinations	58
Doctor And Dental Appointments	54	<b>N</b>	
Doctor's Certificate	53	No Strike Clause	11
Duration Of Agreement	65	Normal Retirement	55
<b>E</b>		Notice of Layoff	24
Early Retirement	55	Notices of elections	41
Educational Benefits	30	Notices of meetings	41
Elected Position	28	<b>O</b>	
Emergency Scheduling	34	Off Duty	54
Extra Duty Assignment	53	Order of Layoff	23
<b>F</b>		Overtime	34
Funeral Leave	27	<b>P</b>	
<b>G</b>		Payment Of Back Pay Claims	25
General Provisions	61	Pending Investigation	18
Grievance Form	15	Personal Articles Damage	59
Grievance Procedure	13	Personal Leave Days	28

Agreement between the City of Ann Arbor  
And Teamster Police Professional Assistants, Local 214  
January 1, 2015 – December 31, 2017

Power of Arbitrator	14
Probationary Employees	20
Provision For Legal Counsel	12
Provisions For Parking	60
Purpose And Intent	5

**R**

Recall Procedure	24
Recognition	6

**S**

Safety Committee	43
Salary Increases	62
Seniority	21
Seniority List	21
Seniority Lists	21
Seniority of Stewards	22
Sick And Unable	54
Sick Leave	51
Special Conferences	16
Stewards	10

**T**

Temporary Assignments	42
Training Assignments	42
Transfer Of Compensatory Time	36
Transfers	22

**U**

Union Activity	11
Union Security	9
Unused Sick Leave	51

**V**

Vacation Call Back	40
Verbal Reprimand	18

**W**

Work Schedule	33
Workers Compensation	31