

CONTRACT BETWEEN THE CITY OF ANN ARBOR

AND

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

COMMENCING June 18, 2007

CONCLUDING June 30, 2011

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NUMBER</u>
TABLE OF CONTENTS.....	2
ARTICLE 1 - RECOGNITION.....	10
Section 1 – Definition. ....	10
Section 2 – Anti – Discrimination/Harassment.....	12
Section 3 – Union Security/Agency Shop. ....	13
Section 4 – Termination Penalty for Delinquency in Paying Dues.....	14
Section 5 – Payroll Deduction. ....	15
ARTICLE 2 – MANAGEMENT RIGHTS .....	20
ARTICLE 3 – AID TO OTHER ORGANIZATIONS .....	21
ARTICLE 4 – STRIKES AND LOCKOUTS.....	22
ARTICLE 5 – STEWARDS, CHIEF STEWARD, FULL TIME UNION OFFICIAL .....	23
Section 1 – Designation. ....	23
Section 2 – Stewards.....	23
Section 3 – Chief Steward.....	23
Section 4 – Full time Union Official. ....	24
ARTICLE 6 - SPECIAL CONFERENCES.....	25
ARTICLE 7 – GRIEVANCE PROCEDURE.....	27
Section 1 – Definition. ....	27
Section 2 – Informal Resolution.....	27
Section 3 – Timely Action. ....	27
Section 4 – Steps. ....	27
Section 5 – Cost of Arbitration.....	29
Section 6 – Power of Arbitrator.....	30
Section 7 – Time Limits.....	30
Section 8 – Grievance Form. ....	30

**ARTICLE 8 – DISCHARGE/DISCIPLINE INVOLVING TIME OFF .....31**

    Section 1 – Notice..... 31

    Section 2 – Use of Past Record..... 32

**ARTICLE 9 – CITY-WIDE POLICIES AND PROCEDURES.....33**

**ARTICLE 10 – PERSONNEL RECORDS .....34**

    Section 1 – Employee Files. .... 34

    Section 2 – Expunging Records..... 34

    Section 3 – Medical Records. .... 34

**ARTICLE 11 – SENIORITY .....35**

    Section 1 – Definition. .... 35

    Section 2 – Probationary Employees. .... 35

    Section 3 – Seniority. .... 36

    Section 4 – Loss of Seniority. .... 36

    Section 5 – Veterans..... 37

    Section 6 – Stewards and Negotiating Team Members. .... 38

    Section 7 – Officers. .... 38

**ARTICLE 12 – SUPERVISOR AND BARGAINING UNIT WORK .....39**

**ARTICLE 13 – LAYOFFS .....40**

    Section 1 – Permanent Employees. .... 40

    Section 2 -Order of Layoff..... 40

    Section 3 – Notice of Layoff. .... 43

    Section 4 – Recall Procedure. .... 43

**ARTICLE 14 – PROMOTIONS AND TRANSFERS .....45**

    Section 1 – Job Descriptions. .... 45

    Section 2 – Newly Created or Permanent Vacant Bargaining Unit Positions. .... 45

    Section 3 – Employee Qualifications..... 46

    Section 4 – Reversion Period. .... 46

    Section 5 – Nepotism. .... 47

    Section 6 – Trial and Training Period. .... 47

    Section 7 – Transfer Outside Bargaining Unit..... 47

Section 8 – Reclassification. .... 48

Section 9 – Return of Job Titles ..... 48

**ARTICLE 15 – COMPENSATION .....49**

Section 1 – Wages. .... 49

Section 2 – Deferred Compensation Plan. .... 50

**ARTICLE 16 – SICK LEAVE.....51**

Section 1 – Accumulation. .... 51

Section 2 – Qualification. .... 51

Section 3 – Eligibility ..... 52

Section 4 – Payment Option for Employees. .... 52

Section 5 – Payment Upon Retirement or Death. .... 53

**ARTICLE 17– WORK SCHEDULE AND OVERTIME.....54**

Section 1 – Scheduling Work. .... 54

Section 2 – Work Week. .... 54

Section 3 – Shift Preference. .... 54

Section 4 – Overtime. .... 55

Section 5 – Equalization of Overtime. .... 57

Section 6 – Work Continuance. .... 59

Section 7 – Compensatory Time. .... 59

Section 8 – Daylight Savings Time. .... 60

Section 9 – Rest Periods/ Breaks..... 60

**ARTICLE 18– LEAVES OF ABSENCE .....61**

Section 1 – Health Related..... 61

A. Physical or Mental Illness of Employee ..... 61

B. Family Illness ..... 62

C. Maternity/Paternity Leaves ..... 62

D. Return from Health Related Leave of Absence ..... 63

Section 2 - Non-Health Related ..... 64

A. Personal Reasons..... 64

B. Administrator Approved Leave ..... 64

C. Funeral Leave..... 65

D. Election of Position. .... 66

E. Leave for Union Business..... 67

F. Personal Leave Days..... 67

G. Veterans..... 68

H. Return from Non-Health Related Leaves of Absence. .... 69

**ARTICLE 19 – HOLIDAYS .....70**

Section 1 – Definition. .... 70

Section 2 – Monday – Friday Operations. .... 70

Section 3 – 24-Hour and/or 7-Day Operations. .... 70

Section 4 – Birthdays. .... 71

Section 5 – Easter..... 71

**ARTICLE 20 – WORKER’S DISABILITY COMPENSATION .....72**

Section 1 – Definition. .... 72

Section 2 – Secondary Employment..... 73

Section 3 – Work While Receiving Worker’s Compensation Benefits. .... 73

Section 4 – Return to Work..... 74

Section 5 – Light or Limited Duty. .... 74

Section 6 – Pension..... 74

**ARTICLE 21 – VACATION LEAVE .....75**

Section 1 – Definition. .... 75

Section 2 – Scheduling. .... 75

Section 3 – Accrual..... 76

Section 4 – Vacation Pay Upon Termination. .... 77

**ARTICLE 22 – TEMPORARY ASSIGNMENTS .....78**

Section 1 – Filling Vacancies. .... 78

Section 2 – High Needs..... 78

Section 3 – Supervisors..... 80

**ARTICLE 23 – BULLETIN BOARDS.....82**

**ARTICLE 24 – TRAINING AND EDUCATION.....83**

Section 1 – Training..... 83

Section 2 – Educational Reimbursement..... 83

<b>ARTICLE 25 – EMPLOYEE SAFETY .....</b>	<b>85</b>
Section 1 – Compliance with MIOSHA.....	85
Section 2 – Service Unit Responsibilities.....	85
Section 3 – Employee Responsibilities.....	86
Section 4 – On-the-Job Injury.....	86
<b>ARTICLE 26 – HEALTH INSURANCE .....</b>	<b>87</b>
Section 1 – Health Coverage.....	87
Section 2 – Eligibility.....	87
Section 3 – Health Coverage in Retirement.....	88
Section 4 – Health Insurance Cost Containment Waiver Program.....	89
Section 5 – Labor/Management Health Care Committee.....	90
Section 6 – Bidding.....	90
Section 7 – Health Reimbursement Account.....	90
<b>ARTICLE 27 – DENTAL INSURANCE .....</b>	<b>92</b>
Section 1 – Coverage.....	92
Section 2 – Bidding.....	92
<b>ARTICLE 28 – VISION INSURANCE.....</b>	<b>93</b>
Section 1 – Coverage.....	93
Section 2 – Bidding.....	93
<b>ARTICLE 29 – LIFE INSURANCE .....</b>	<b>94</b>
Section 1 – Basic Life Insurance.....	94
Section 2 – Optional Life Insurance.....	94
Section 3 – Dependent Life Insurance.....	94
<b>ARTICLE 30 – 30 DAY RULE FOR BENEFITS.....</b>	<b>96</b>
<b>ARTICLE 31 – EMPLOYEES/RETIRES MARRIED TO EMPLOYEES/RETIRES .....</b>	<b>97</b>
<b>ARTICLE 32 – LONGEVITY PAYMENTS .....</b>	<b>98</b>
<b>ARTICLE 33 – GENERAL .....</b>	<b>99</b>
Section 1 – Union Negotiating Committee.....	99
Section 2 – Labor-Management Advisory Committee.....	99

Section 3 – Jury Duty.....	100
Section 4 – Loss or Damage of City Property.....	101
Section 5 – Uniforms.....	101
Section 6 – Loss, Revocation, Suspension or Non-renewal of Required License.....	101
Section 7 – Alcohol and Drug Testing.....	102
Section 8 – Waiver Clause.....	107
Section 9 – Provision Found to be Contrary to Law.....	107
Section 10 – Prior Agreements and Understandings.....	108
Section 11 – Termination and Modification.....	108
<b>ARTICLE 34 – DURATION OF CONTRACT.....</b>	<b>109</b>
<b>ARTICLE 35 – SUPPLEMENTAL AGREEMENTS.....</b>	<b>110</b>
<b>ARTICLE 36 – PAYMENT OF BACK PAY CLAIMS.....</b>	<b>111</b>
<b>ARTICLE 37 – COMPUTATION OF BACK WAGES.....</b>	<b>112</b>
<b>ARTICLE 38 – PAY CHECKS.....</b>	<b>113</b>
<b>ARTICLE 39 – UNEMPLOYMENT COMPENSATION.....</b>	<b>114</b>
<b>ARTICLE 40 – CERTIFICATION PREMIUM PAY.....</b>	<b>115</b>
<b>ARTICLE 41 – APPENDICES.....</b>	<b>116</b>
<b>APPENDIX B - CLASSIFICATION AND PAY RANGES.....</b>	<b>118</b>
<b>APPENDIX B.....</b>	<b>123</b>
<b>APPENDIX C – HEALTH CARE WAIVER PROGRAM.....</b>	<b>125</b>
<b>APPENDIX D - DENTAL BENEFITS.....</b>	<b>126</b>
<b>APPENDIX E – SUMMARY OF BENEFITS.....</b>	<b>127</b>
<b>APPENDIX F: PAY SCALES.....</b>	<b>128</b>
<b>APPENDIX F: PAY SCALES CONTINUED.....</b>	<b>156</b>

**CONTRACT AGREEMENT.....157**

**INDEX .....158**



**THIS CONTRACT** entered into on this 18th day of June 2007 between the City of Ann Arbor (hereinafter referred to as the "Employer"), and Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

**PURPOSE AND INTENT**

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

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

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

**ARTICLE 1 - RECOGNITION**

**Section 1 – Definition.**

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 the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for which collective bargaining is mandatorily prescribed by law, in accordance with Section II of said Act, for the term of this contract of all eligible employees of the Employer included in the units described below and in Appendix B, excluding all supervisory and confidential employees, as defined by the Michigan Employment Relations Commission:

- |                         |                    |
|-------------------------|--------------------|
| Administrative Services | Parks & Recreation |
| Building                | Planning           |
| City Clerk              | Public Services    |
| Community Development   | Solid Waste        |
| Finance                 | Utilities          |
| Housing Commission      |                    |

Due to City-wide reorganization, Appendix B summarizes the organizational titles and service units as of July 1, 2006. Appendix B will be updated by a means of a Memorandum of Understanding on a semi-annual basis during the term of this contract as additional classifications become represented or classification titles become revised.

b. Representation of additional employees will be on a service unit (as defined by City Statute) basis only. When a majority of eligible employees in a service unit become members of the Union, as evidenced by Union payroll deduction authorizations, the terms of this contract will apply to the employees in that service unit. If employee

classes are not within the Union wage schedule, wages and fringes shall be determined by negotiation at the time of Union membership.

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

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

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

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

f. If a temporary employee is awarded a permanent position within the bargaining unit, in accordance with Article 11, such employee shall be required to serve a full probationary period under Article 11 and shall rank for seniority and receive benefits, consistent with other relevant provisions contained within this contract, from the date of hire as a permanent employee.

g. The union will be notified of every temporary employee assigned to bargaining unit positions covered by this contract, as outlined in Appendix B. Documentation, in the form of an alphabetized listing, will be provided to the Union showing the hiring and release date, as well as positions occupied by such employees on a quarterly basis every January, April, July and October.

h. Temporary employees shall not be used to fill those bargaining unit positions no longer occupied due to lay-off or attrition.

## **Section 2 – Anti – Discrimination/Harassment.**

The City and Union are committed to providing every employee a workplace free from unlawful discrimination and harassment. No persons employed by the City shall be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union.

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

fair and equitable manner.

**Section 3 – Union Security/Agency Shop.**

Employees covered by this contract at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this contract. Employees covered by this contract who become members of the Union during the life of this contract shall be required to continue membership in the Union for the duration of this contract. Employees who shall continue to tender, or for whom there is tendered until expiration of this contract the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Union desires to withdraw from Union membership, he/she may do so by giving notice to the Union and the City payroll office during the ten (10) days immediately prior to the expiration of this contract. Such notice must be in writing and must be signed by the member.

A member may also withdraw from the Union thirty (30) days after giving notice to the Union when he/she is promoted to a non-union position or transfers to a nonunion position. Dues will be deducted until the end of the 30-day period after written notification is given to the payroll office and the Union.

Employees covered by this contract who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to pay the monthly Union dues to the local Union for the service and administration of this Contract for the duration of this contract.

Employees covered by this contract who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this contract, shall be required, as a condition of continued

employment, to pay an amount equal to the monthly Union dues to the local Union for the service and administration of this Contract for the duration of this contract.

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

**Section 4 – Termination Penalty for Delinquency in Paying Dues.**

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

No employee shall be terminated under Section 3 of this Article unless:

- a. The Union first has notified the employee by certified letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the City for termination as provided in this Article; and

- b. The Union has furnished the City with written proof that the procedure of Section 4 (a) of this Article has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining contract, and that under the terms of the contract, the City shall terminate the employee."

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability arising out of this section or section 5, except to the extent any such claims shall be caused by any act or omission of the Employer.

**Section 5 – Payroll Deduction.**

During the life of this contract, and in accordance with the terms of the form of Authorization of Payroll Deduction of dues or service charge here in after set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge levied in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form:

ANN ARBOR AND MILAN CITY EMPLOYEES  
AFSCME LOCAL 369  
AUTHORIZATION FOR PAYROLL DEDUCTION

Based upon an agreement between the City of Ann Arbor and Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO an agency shop clause has been established. This clause covers eligible employees listed in Appendix B and Article 1, section 1a. Under this agency shop clause these eligible employees have, as a condition of employment, the option of belonging to the Union or paying a service charge that is equal to the monthly union dues.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I hereby request and authorize the City of Ann Arbor to: 1) deduct from my wages earned each month the uniform amount duly established from time to time by Local 369 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO, as its regular monthly dues or service charge, and 2) remit said amount to the Treasurer of the said Local. This authorization shall remain in effect and may not be revoked until ten days before the expiration of the current agreement between the City and the said Union, or at the end of one year, whichever is shorter.

I further agree and direct that the above authorization be automatically renewed for one year or for the period of each succeeding agreement between the City and the said Union which provides for the deduction of uniform dues or service charges, whichever is shorter, unless I give written notice of cancellation during the last ten (10) days in which the above authorization, or any renewal thereof, is in effect.



(Check one box below)

UNION DUES \_\_\_\_\_

SERVICE CHARGE \_\_\_\_\_

By: \_\_\_\_\_  
(PRINT) Last Name      First      Middle

To: \_\_\_\_\_  
Employer      Classification      Service Unit

Date of Hire: \_\_\_\_\_      Date of Start: \_\_\_\_\_

Deduction: \$ \_\_\_\_\_      Soc. Sec. No. \_\_\_\_\_

Signed: \_\_\_\_\_      Address: \_\_\_\_\_

\_\_\_\_\_  
City      State      ZIP

White: Payroll office      Yellow: Union

When there is a change in the present Union membership dues or service charge, written notification will be given to the City Administrator by an authorized officer or officers of the Union. The change will be implemented as soon as possible, but not to exceed four (4) weeks.

The Union agrees to refund to management, by way of deduction from future payments, any amounts paid to it in error on account of the check-off provision, upon presentation of proper evidence thereof.

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

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

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council No. 25, AFSCME, AFL-CIO, with an

alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

Each list shall include the employee's date of hire, the classification the employee is performing at the time the list is submitted, and the date the employee started working in that classification in that service unit. The Union will also be informed of any change in employee status.




The Employer shall additionally indicate the amount deducted, and notify the financial officer of the Council and local recording officer of the names and addresses of who, through a change in their employment status, are no longer subject to deductions, and further advise said financial officer and local recording officer by submission of an alphabetical list of all new hires and current members' name and/or address changes since the previous month's remittance of dues.

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

#### **P.E.O.P.L.E. Check-off**

**The Employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. (AFSCME's political action committee) deduction as provided for in a written authorization from each employee. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to P.E.O.P.L.E., together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The P.E.O.P.L.E. payroll deduction authorization must be renewed annually or the deductions will automatically cease after 12 months. Authorizations, deductions and payments will be made in accordance with the Michigan Campaign Finance Act.**

The Union will indemnify and hold the Employer harmless against any and all claims or liabilities including court costs and attorney fees that arise out of the Employer's compliance with the union security, check-off, or Political Action Committee provision of this agreement.

  	<p><b>AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION</b>  <b>NATIONAL PEOPLE COMMITTEE</b></p> <p style="text-align: center;"><b>AFSCME Council _____ Local _____</b></p> <p>last name _____ first _____ middle _____</p> <p>street _____</p> <p>city _____ state _____ zip _____</p> <p>_____ Social Security Number</p> <p>_____ Phone Number</p> <p>Sen. Dist. _____ Assembly _____</p> <p>Complete One Blank Only:</p> <p><input type="checkbox"/> \$1.00                      <input type="checkbox"/> \$3.00 Pres. Club</p> <p><input type="checkbox"/> \$5.00                      <input type="checkbox"/> Other _____</p> <p>VIP Membership _____</p>	<p>I hereby authorize my employer and associated agencies to deduct each pay period the amount certified above as a voluntary contribution to be paid to the treasurer of the PEOPLE qualified committee, AFSCME, AFL-CIO, P. O. Box 65334, Washington, D.C. 20035, to be used in accordance with the by-laws of the PEOPLE qualified committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.</p> <p>_____ signature _____ date _____</p> <p><b>In accordance with federal law, the PEOPLE committee will accept contributions only from members of AFSCME and their families. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.</b></p>
--	---	---

**ARTICLE 2 – MANAGEMENT RIGHTS**

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

**ARTICLE 3 – 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 4 – STRIKES AND LOCKOUTS**

The Union agrees that during the life of this contract, neither the Union, its agents, nor its members will authorize, instigate aid, condone, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer.

The Employer agrees that during the same period there will be no lock-out.

## **ARTICLE 5 – STEWARDS, CHIEF STEWARD, FULL TIME UNION OFFICIAL**

### **Section 1 – Designation.**

The Employer recognizes the right of the Union to designate Stewards including Alternate Stewards based on a 1:12 ratio according to the principle of proportional representation which reflects increases and decreases in the work force. Once the Stewards and Alternate Stewards are selected, their names will be submitted to the Service Unit Manager in which they work and to the Director of Human Resources and Labor Relations for their information.

### **Section 2 – Stewards.**

All Stewards shall be permitted reasonable time to receive (but not solicit), investigate, present and process grievances on the premises of the City, without loss of pay or time during their normal working hours. In exercising the responsibilities under this Article, Stewards, including the Chief Steward, must first make prior arrangements with their Supervisor and receive approved release time. The Supervisor will base his/her decision on operational needs and will not unreasonably delay, or deny the Steward's request. Unless said time is arranged with the Supervisor, the Steward or Chief Steward may lose pay for unofficial release time.

### **Section 3 – Chief Steward.**

The Employer recognizes the right of the Union to designate a Chief Steward. Once the Chief Steward is designated, his/her name shall be submitted to the Service Unit Manager in which he/she works and to Human Resources Services for their information.

- a. The Chief Steward's involvement in grievances shall begin at the third step of the grievance procedure. In accordance with Section 2, the Chief Steward must make prior arrangements with his/her supervisor and receive approved release time during regular working hours to investigate, present and process grievances at the third step.

- b. In the absence of a Steward, the Steward's inability to represent a bargaining unit employee due to appropriately defined reasons, or where the Steward is the grievant, the Chief Steward or his/her designee shall be the Union representative starting at the first step of the grievance procedure.
- c. The Chief Steward shall be released to process Steward Elections, which usually occurs each June, during regular working hours.
- d. At the request of management or supervisors, the Chief Steward shall be released to attend meetings.

**Section 4 – Full time Union Official.**

It is understood and agreed that in order to improve labor management relations between the Employer and the Union, the Union agrees to furnish one (1) full time Union official who shall be designated by Local 369, to obligate him/herself to care for Union-Management relationships on a full time basis. While so engaged, he/she will continue to accrue seniority, receive salary at his/her regular wage rate/step schedule or Range 33, step 1, whichever is greater, continue with movement through the wage step schedule and continue to receive other fringe benefits from the Employer; he/she shall be covered by all other terms and provisions of the existing agreement between the parties. The full time Union Official will not service Milan employees on City of Ann Arbor paid time.

When the full time Union official leaves office, the City shall guarantee his/her previous position or a job classification with a rate of pay not less than his/her previous position.



## ARTICLE 6 - SPECIAL CONFERENCES

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

- a. Such meetings shall be attended by a maximum of four (4) Union representatives, and may also be attended by representatives of the International Union.
- b. The party requesting a special conference shall provide the other party with an agenda of the subjects to be discussed at the special conference at the time the request is made. If both parties have subjects they wish to discuss, they shall exchange agenda. Discussions at special conferences shall be limited to subjects set forth in the agenda, unless the Union and the Employer mutually agree to include other subjects. The items listed on the agenda shall be in sufficient detail to apprise the other party of the scope of the subject to be discussed. If either party deems it necessary to have additional information relative to the agenda items, such information shall be provided at least one (1) business day prior to the conference.
- c. Such special conferences shall be held during the regular 8:00 a.m. to 5:00 p.m. working hours. Employees requested to attend such conferences shall do so without loss of pay or time during the normal working hours.
- d. If there is an answer forthcoming from either the Union or the Employer, it shall be given in writing within seven (7) business days of the conference.

- e. Anything agreed to by the results of a special conference will be reduced to writing and signed by the Union President and the Director of Human Resources and Labor Relations or their appointed designee.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **Section 1 – Definition.**

The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious, and orderly adjustment of grievances. Union policy grievances shall be filed by the Union President or his/her designee, and entered at Step 2 of the grievance procedure. Grievances crossing service unit lines and grievances concerning employees denied a position shall be filed at Step 3 of the grievance procedure.

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

Grievances, which cannot be settled at a preliminary step of the grievance procedure, may by mutual waiver of a lower step, be filed in an agreed upon advanced step where the action giving rise to the grievance was initiated or where the relief requested to the grievance could be granted.

### **Section 2 – Informal Resolution.**

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

### **Section 3 – Timely Action.**

Immediate supervisors, service unit managers and all other members of management shall consider promptly all grievances presented to them, and, within the scope of their authority, take such timely action as is required.

### **Section 4 – Steps.**

Grievances shall be processed according to the following procedure:  
PRELIMINARY STEP: An employee who feels he/she has been aggrieved because a provision of this contract has not been applied or interpreted properly

must discuss his/her grievance with his/her immediate supervisor. The employee shall have the right to have a Steward present at this initial discussion if he/she so desires.

FIRST STEP: The employee may file a formal grievance on a grievance form provided by the Union within ten (10) work days of his/her reasonable knowledge of the events giving rise to the grievance. The statement of the grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employees involved, the circumstances surrounding the grievance, the specific contract sections alleged to have been violated and the remedy sought to rectify the grievance. The supervisor shall respond in writing on the grievance form within ten (10) work days of receiving the written grievance.

SECOND STEP: If the employee and/or the Union are not satisfied with the supervisor's written response, he/she shall state the reasons therefore on the grievance form and must submit the grievance form to his/her Service Unit Manager, or his/her designee within ten (10) work days of the receipt of the supervisor's written response. The Service Unit Manager, or his/her designee, upon receiving a grievance, shall hold a meeting within ten (10) work days of receiving the grievance. The employee shall have the right to attend and have his/her Steward present at this meeting and shall have the right to meet with his/her Steward for thirty (30) minutes immediately prior to the meeting. The Service Unit Manager or his /her designee shall make a written response within ten (10) work days after the meeting.

THIRD STEP: If the employee and/or the Union are not satisfied with the Service Unit Manager's response, he/she shall state the reasons therefore on the grievance form and submit the grievance form to the City Administrator or his/her designee within ten (10) work days of the Service Unit Manager's answer. The City Administrator or his/her designee shall either give a written response within ten (10) work days of receiving the grievance or hold a meeting within ten (10)

work days of receiving the grievance. If a meeting is held, the City Administrator or his/her designee shall give a written response within ten (10) work days of the completion of the meeting. The City Administrator's response concerning Third Step grievance matters shall be filed through the Union President or his/her designee if the Union President is not at work with a copy to the Chief Steward. The employee shall have the right to attend and meet with his/her Union President and/or Chief Steward for sixty (60) minutes prior to this meeting. The Chief Steward shall be allowed up to two hours off with pay to investigate the nature of the grievance he/she is to discuss with the City Administrator's representatives.

STEP FOUR: If an answer of the City Administrator is unsatisfactory to the Union, the grievance shall be submitted to either a mutually agreeable arbitrator or to the American Arbitration Association, in accordance with its Voluntary Labor Arbitration Rules. The Union will have thirty (30) calendar days to notify the City of their intent to arbitrate from the date of the answer of the third step hearing. The Union will have an additional sixty (60) calendar days after the Union gives notice to the employer of its intent to arbitrate to submit the grievance to a mutually agreeable arbitrator or the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The decision of the arbitrator shall be binding on both parties. The aggrieved employee shall have the right to attend the arbitration hearing. Bargaining Unit employees, that have employer authorization to attend the hearing(s), shall be compensated at straight time hours while in attendance.

**Section 5 – Cost of Arbitration.**

If the grievance is submitted to an arbitrator by the City Administrator under Step 3, the City shall pay the arbitrator's fee. If grievance is submitted to an arbitrator

by the Union, the City and the Union shall each pay one-half of the arbitrator's fee.

**Section 6 – Power of Arbitrator.**

An arbitrator shall have no power to add to, subtract from or modify any of the terms of this contract, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union. The arbitrator shall not consider in the arbitration proceedings any Contract sections that have not been specifically alleged to have been violated during the grievance steps, unless the union notifies the Employer of such intention fourteen (14) days prior to the commencement of arbitration. Either party may then request a pre-arbitration conference. A written statement will be rendered by the City Administrator or his/her designee, if there is any change in the City's previous position.

**Section 7 – Time Limits.**

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

**Section 8 – Grievance Form.**

The City and the Union shall agree on a grievance form. The form shall be used in filing a grievance.

## **ARTICLE 8 – DISCHARGE/DISCIPLINE INVOLVING TIME OFF**

This article relates to discharges and disciplinary suspensions. The Employer agrees that it will not discharge or issue disciplinary suspensions to any employee without just cause. Discharge and disciplinary suspensions may be grieved under Article 7 of this contract, starting at Step 3. Oral and written reprimands, which shall also be given only for just cause, may be grieved under Article 7 of this contract, starting at step 1.

### **Section 1 – Notice.**

When an employee has engaged in conduct which could lead to discharge or disciplinary suspension, the employee's immediate supervisor or his/her representative will notify the employee of the events giving rise to possible disciplinary action within ten (10) calendar days after the supervisor's knowledge of the offense. In the case of any alleged misconduct that requires an investigation, the supervisor's knowledge of the offence shall be presumed at the conclusion of the investigation. After the employee is notified of the alleged misconduct, management will attempt to complete any additional follow-up investigation within ten (10) calendar days. If the follow-up investigation cannot be completed in that time, the Union will be notified as to the status of the investigation and given an estimate as of the time needed to complete the investigation. After the investigation is completed, but before any action is taken, the immediate supervisor or his/her designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his/her steward, or if not available, other Union representative designated by the Union on the Employer's premises prior to meeting with the immediate supervisor and to have his/her steward, or if not available, other Union representative designated by the Union, present when he/she meets with the immediate supervisor. If disciplinary action is taken, the employee will be notified in writing with a copy to be given to the Chief Steward and the Union President. The Service Unit Manager and Human Resources must review all

disciplinary suspensions and terminations prior to employee notification.

In cases where it is necessary for an immediate supervisor or designated representative to immediately relieve the employee from working, and where either a Steward is not present or further investigation is required, the employee will be notified of the events giving rise to possible disciplinary action, and can be relieved from duty with pay pending completion of the investigation or the arrangement of a meeting with the Steward.

If the above investigation determines the charges were valid, and discipline is required, the time already spent on suspension may be considered as part of the disciplinary action. In the event the investigation determines the charges are invalid, any disciplinary action contemplated shall be dropped and his/her record be expunged.

**Section 2 – Use of Past Record.**

In imposing a discharge/or disciplinary suspension on a current charge, the employer will not base his/her decision upon any prior infractions of applicable City-wide Policies and Procedures or service unit specific policies and procedures, rules or regulations which occurred more than twenty four (24) months previously. Supervisor notes or memos that did not rise to the level of discipline will also be disregarded if they were written more than twenty four (24) months prior to the current offense. Employees may be discharged or disciplined for falsification of the employment application within the period of twenty four (24) months from the date of hire, if such falsification is related to the current charges.



**ARTICLE 9 – CITY-WIDE POLICIES AND PROCEDURES  
AND  
SERVICE AREA/UNIT RULES AND REGULATIONS**

Management shall establish and uniformly enforce City-wide Policies and Procedures, Departmental Rules and Regulations and Service Area/Unit specific polices and procedures (for purposes of this Article, "GUIDELINES") that do not modify or conflict with the existing Contract. Thirty (30) calendar days prior to implementation of any new Guidelines affecting the bargaining unit, the proposed Guidelines will be submitted to the Union President for review and input. These Guidelines shall be standardized wherever possible. All new Guidelines must be approved and signed by the City Administrator or his/her designee. The Employer shall be responsible for notifying bargaining unit members of any changes or additions to Guidelines. It will be the responsibility of each Service Unit Manager to see that a copy of all Guidelines is provided to each bargaining unit member at the bargaining unit member's request. The bargaining unit member will be given reasonable work time to review any Guidelines. A copy of the guidelines shall be readily available in each work area. The location of the Guidelines (manuals, reference documents etc.) shall be posted on the work area bulletin boards.

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

The Employer shall notify the Union President and all bargaining unit members of any changes or modifications in the Guidelines ten (10) calendar days prior to implementation.

## **ARTICLE 10 – PERSONNEL RECORDS**

### **Section 1 – Employee Files.**

**The employee’s personnel file in Human Resources Services will be the official file.**

An employee, upon reasonable notice to Human Resources Services, may review his/her personnel file and may request that it be updated.

A copy of all disciplinary letters and/or notices must be forwarded to Human Resources Services and a copy forwarded to the Chief Steward and the Union President.

The addition, deletion or transferring of information into or out of an employee’s personnel file will be in accordance with the Bullard-Plawecki Employee Right to Know Act.

### **Section 2 – Expunging Records.**

Upon employee request, records of disciplinary actions issued shall be removed from an employee’s file twenty-four (24) months following the date on which the action was taken.

### **Section 3 – Medical Records.**

To ensure confidentiality, detailed medical records and reports regarding an employee shall not be released in conjunction with the employee’s personnel file.

This does not include information regarding an employee’s pre-employment physical or routine statements regarding an employee’s fitness for work.

## **ARTICLE 11 – SENIORITY**

### **Section 1 – Definition.**

Seniority shall be on a bargaining unit-wide basis, regardless of job classification, in accordance with the employee's last date of hire into the bargaining unit, unless otherwise specified in this contract.

### **Section 2 – Probationary Employees.**

New permanent employees hired in the bargaining unit shall be employed on a six (6) month trial basis. With the Union President's written agreement, the Employer may extend the probationary period for up to three (3) months for just cause relating to the employee's questionable ability to satisfactorily perform the job duties. New permanent employees shall receive health care coverage after three (3) months of employment.

If an employee satisfactorily completes the probationary period and accumulates six (6) consecutive months of employment within not more than nine (9) months, he/she shall, upon recommendation of his/her supervisor be entered on the seniority list of the unit and shall rank for seniority from the date of hire. While on probation, employees shall not have seniority.

Probationary employees shall receive written evaluations at two (2) months and five (5) months. The two (2) month evaluation should be given within fourteen (14) calendar days of the employee's two-month anniversary. The five (5) month evaluation should be given within fourteen (14) calendar days of the employee's five-month anniversary. The timelines may be extended by mutual agreement, in writing, between the employer representative and the Union President or his or her designee.

The Union shall represent new permanent 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 Article 1 of this contract, except employees discharged and disciplined.

**Section 3 – Seniority.**

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

**Section 4 – Loss of Seniority.**

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

- a. He/she quits City employment.
- b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He/she is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification by certified mail to the employee at his/her last known address that he/she has been terminated and supply a copy of said notification to the Union. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure. Discharge under this subsection is not subject to the prior notification procedure contained in Article 8, Section 1.
- d. Failure to return to work when recalled from layoff, as set forth in the recall procedure, or failure to return from sick leave and leaves of absence will be treated the same as (c.) above. In proper cases, exceptions shall be made with the consent of the Employer. Discharge under this subsection is not subject to the prior notification procedure

contained in Article 8, Section 1.

- e. He/she retires.
- 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 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.
- g. An employee shall lose his/her seniority and have his/her employment severed if he/she has been laid off and not recalled during the time periods specified above.

**Section 5 – Veterans.**

Any employee who enters into active service in the Armed Forces of the United States, upon termination of such service, shall be offered reemployment in his/her previous position consistent with the provisions of the Uniformed

Services Employment and Reemployment Rights Act.

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

Reference Pension Ordinance for further information pertaining to Veterans “buy back” provisions.

**Section 6 – Stewards and Negotiating Team Members.**

Notwithstanding their positions on the seniority list, all Stewards, in the event of a layoff of any type, shall be considered to have the highest seniority, after the President and Chief Steward of the Union. In the event of a layoff, Stewards shall be continued at work as long as there is a job in his/her service unit that he/she can perform, and must be recalled to work to the first open job in his/her service unit which he/she can perform. Stewards shall be permanent employees and shall have completed their probationary period in their current position. Notwithstanding their position on the seniority list, members of the Union negotiating team will not be laid off during the period of negotiations.

**Section 7 – Officers.**

In the event of a layoff, and notwithstanding their position on the seniority list, the President and Chief Steward of the local Union shall be continued at work at all times, provided they can perform any of the work available. Officers shall be permanent employees and shall have completed their initial probationary period.

**ARTICLE 12 – SUPERVISOR AND BARGAINING UNIT WORK**

Supervisory employees shall not be permitted to perform work within the bargaining unit, except in cases of an emergency arising out of unforeseen circumstances, or unless practical consideration calls for a supervisor to perform such work which calls for his/her immediate attention or training of employees, including demonstrating the proper method to accomplish the task assigned. Supervisors shall not perform work under this provision if it were to displace a bargaining unit employee.

## **ARTICLE 13 – LAYOFFS**

### **Section 1 – Permanent Employees.**

The Employer may lay off a permanent employee when deemed necessary, by reason of shortage of work or funds, the abolition of a position, material change in the service unit organization, or for other related reasons that are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned equitably to other employees already working who hold positions in appropriate classes. Permanent bargaining unit employees will only be laid off after all non-bargaining unit employees performing AFSCME bargaining unit work have been laid off.

### **Section 2 -Order of Layoff.**

Layoff of employees shall be made within classification titles, within service units, on the basis of inverse order of the amount of bargaining unit seniority. Any employee who has received a layoff notice, and who desires to bump to another position, shall notify the Director of Human Resources and Labor Relations within seven (7) calendar days after receiving the layoff notice. The Director of Human Resources and Labor Relations will notify the employee as to his/her bumping rights. Any employee, who has received a layoff notice and desires to bump, will be allowed to do so in the following order:

- a. Bid for a vacant bargaining unit position covered by this Agreement.
- b. If the employee is not the successful bidder or there are no vacant bargaining unit positions available, he/she shall have the right to bump to an equal or lower progression level within the classification title in which he/she is serving as long as he/she has more bargaining unit seniority than the employee he/she is



bumping. The employee shall enter the job progression at the level at which he/she is qualified. The employee bumped will then be removed from the position.

- c. If an employee does not have any rights under paragraphs (a) or (b) above, he/she shall have the right to bump another bargaining unit employee with lesser seniority in the same service unit he/she is presently in, if the employee being bumped has a pay range which is not greater than that of the bumping employee. The bumping employee must also meet the minimum qualifications for the position into which he/she is bumping, and must be able to obtain the remaining qualifications for the position in the time typically prescribed. Minimum qualifications are those specified for Level 1. In progressions which do not have a Level 1, the minimum qualifications are those specified for the lowest level of the progression. The decision as to whether the employee is so qualified shall be made at the sole discretion of the Employer. The employee shall enter the job progression (as defined in Paragraph c, above) at the level at which he/she is qualified. If the employee does so bump, the bumped employee will then be removed from the position.
  
- d. If an employee does not have any rights under (a) – (c) above, the employee shall have the right to bump into any classification title within his/her service area if he/she has more bargaining unit seniority than another bargaining unit employee in that classification title, and if the employee requesting to bump meets the minimum level of qualifications for that progression (as defined in Paragraph c, above) or classification title and can obtain the remaining qualifications for that progression within the time

typically prescribed. The decision as to whether the employee is so qualified shall be made at the sole discretion of the Employer. The employee shall enter the job progression at the level at which he/she is qualified. If the employee does so bump, the bumped employee will then be removed from the position. If there is more than one classification title into which the employee is qualified to bump, the City will attempt to place the employee in the position which has a pay range closest to the one from which the employee is being laid off, but not higher. The City will determine the classification title into which the employee will be allowed to bump.

- e. If an employee does not have any rights under a-d above, the employee shall have the right to bump into any other classification title covered by this contract, if he/she has more bargaining unit seniority than the employee in that classification title, and if the employee requesting to bump meets the minimum qualification for the progression (as defined in paragraph c. above) or classification title and can meet the other qualifications within the time typically prescribed. The decision as to whether the employee is so qualified shall be made within the sole discretion of the employer. The employee shall enter the job progression at the level at which he/she is qualified. If the employee chooses to bump, the bumped employee will then be removed from the position. If there is more than one classification title into which the employee can bump, the City will attempt to place the employee in a position which has the pay range closest to, but not higher than the one from which the employee is being laid off.
- f. The procedure set forth in Section 2, paragraphs (a) – (e) above shall be available for use by an employee who is bumped as a

result of the application of the above procedure.

- g. No work will be contracted out by the City when it can be performed by employees of the bargaining unit, if such contract would cause a layoff.

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

### **Section 3 – Notice of Layoff.**

Employees who are laid off under Section 2 (b) above will be notified at least thirty (30) calendar days before the effective date of their layoff. Employees who are being laid off as a result of being bumped by a more senior employee will be given fourteen (14) calendar days notice before the effective date of the layoff.

### **Section 4 – Recall Procedure.**

Laid off employees recall rights will extend to the time indicated in Article 11, Seniority, Section 4 (f). Laid off employees with recall rights shall be recalled to work when any of the following circumstances occur:

1. The affected employee's job is restored;
2. A bargaining unit position vacancy occurs in the affected employee's service area for which the employee is qualified;

3. A new bargaining unit position is created in the affected employee's service area for which the employee is qualified;
4. The affected employee's service area requires additional staffing for bargaining unit positions for which the affected employee is qualified;
5. There are open bargaining unit positions within the City.

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

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

If a laid off employee does not return to the position to which he/she is recalled, so that there continues to be a vacancy in that position, the next highest seniority laid off employee who is qualified for the position will be recalled to fill the vacancy. Only after all qualified laid off employees have been recalled, will the position be posted.

## **ARTICLE 14 – PROMOTIONS AND TRANSFERS**

### **Section 1 – Job Descriptions.**

The job descriptions for the employee classifications covered by this collective bargaining agreement are made, by this reference, a part of this collective bargaining agreement.

### **Section 2 – Newly Created or Permanent Vacant Bargaining Unit Positions.**

All newly created or permanent vacant bargaining unit positions shall be posted in a conspicuous place in each work area at least seven (7) calendar days prior to filling the position. The posting shall set forth the classification, progression level, pay, minimum qualifications for the level posted, job requirements and the service area in which the vacancy exists. Copies of the posting are to be mailed to the Steward for each work areas and to the President of Local 369. Interested employees shall apply within the seven (7) calendar day posting period. Among those employees who apply, the job vacancy shall be filled in the following manner:

The newly created or vacant position shall be offered first to the members within the bargaining unit. The most senior employee, who meets the minimum qualifications for the level posted, with a satisfactory work record, as reflected in the employee's personnel file, shall be awarded the position. Should the most senior qualified employee choose not to accept the position then the next senior qualified employee shall be awarded the position. The employee shall enter the position at the level he/she is qualified for. In no case will unfavorable aspects of an employee's work record that occurred more than twenty-four (24) months prior to the employee's bid for the position be a basis for the employee's not being awarded the position.

If the applicant is denied the position, reason for denial shall be given in writing to said employee and his/her Steward. This written answer shall come from the interviewing service unit. If the employee disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure starting at the third step.

If there are no bargaining unit employees who meet the requirements outlined in the current job posting, the job should be filled as determined by the City.

Any new permanent probationary employees hired into the City, after ratification of this contract, shall not be awarded another AFSCME Local 369 bargaining unit position under the bidding procedure during their six (6) month probationary period.

### **Section 3 – Employee Qualifications.**

In determining an employee's qualifications, written and or performance assessments, with defined answers and/or outcomes, may be given. Interviews may also be given. Human Resources Services shall approve all assessment methods used. In addition, the bidding employee's overall work history (i.e. positions held prior to City employment, specialized training, degree earned, etc.), shall be used to determine the employee's qualifications for the job. The scores obtained by employees tested for a job in accordance with this section shall be maintained by Human Resources Services. Employees who have taken such assessments and so desire to review the assessment and their score may do so in the presence of a Human Resources or other City representative in a manner to be determined by Human Resources Services. If the employee disputes the results of an assessment, the employee shall be allowed a second review with the Union President or his/her designated representative in attendance within seven (7) work days of the first review.

### **Section 4 – Reversion Period.**

Employees who promote or transfer to positions within the AFSCME unit shall

have a period not to exceed sixty (60) days to voluntarily revert to their former position.

**Section 5 – Nepotism.**

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

**Section 6 – Trial and Training Period.**

When an employee is awarded a job under the provisions set forth in this Article, there shall be a trial and training period not to exceed three (3) months of work in the new classification.

It is understood by both parties that if the training and trial period needs to be extended for an employee that management will approach the Union President with their concerns and request an extension which shall not be unreasonably withheld. This is the practice that has been done in the past on a case by case basis. These training and trial periods may be extended by mutual agreement between the Union and the Employer. Extensions will not exceed 30-day increments or a maximum of six (6) months in duration.

The reversion period in Section 4, shall be extended to equal the time period of the extension for the training and trail period.

**Section 7 – Transfer Outside Bargaining Unit.**

If an employee transfers to a position under the Employer not included in the bargaining unit, then during the sixty (60) day reversion period, the employee shall be entitled to revert back to his/her former position, if the position remains open. The employee's AFSCME seniority shall be maintained except that

he/she shall not have accumulated bargaining unit seniority while outside the bargaining unit.

**Section 8 – Reclassification.**

When the Employer wishes to create new positions, revise job descriptions, or reclassify current positions within the bargaining unit, the Director of Human Resources and Labor Relations will provide the Union with a copy of such proposed changes fourteen (14) work days prior to scheduled implementation. The Union shall have ten (10) work days within which to review and comment on the proposed modifications as to job requirements and wage scale. Should the Union disagree with the proposed job requirements and/or wage rate, a special conference may be convened to discuss the matter. Should the parties fail to reach an agreement at the conclusion of the special conference, the matter may be forwarded to the Third Step of the grievance procedure, as contained in Article 7.

**Section 9 – Return of Job Titles**

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

- 1) Parking Facility Custodian Attendant
- 2) Laborer
- 3) Janitor
- 4) Parking Facility Attendant I
- 5) Automotive Parts Chaser



## **ARTICLE 15 – COMPENSATION**

### **Section 1 – Wages.**

On or before July 27, 2007, each active AFSCME member will receive a one time lump sum payment equal to 5% of that employee's base annual wage.

Effective the first payday in July, 2008, each active AFSCME member will receive a one time lump sum payment equal to 5% of that employee's base annual wage.

Effective July 1, 2009, each active AFSCME member will receive a 3.25% across the board increase in wages if average health care claims per AFSCME employee for the 7/1/08 to 6/30/09 period do not exceed \$9,000. If average claims exceed \$9,000 per AFSCME member, each active AFSCME member will receive a 3.0% across the board increase in wages effective July 1, 2009.

Effective July 1, 2010, each active AFSCME member will receive a 3.5% across the board increase in wages if average health care claims per AFSCME employee for the 7/1/09 to 6/30/10 period do not exceed \$9,900. If average claims exceed \$9,900 per AFSCME member, each active AFSCME member will receive a 3.0% across the board increase in wages effective July 1, 2010.

Effective July 1, 2008 an additional Step 7 will be added to the pay scale. Step 7 will only be available for employees who have attained Level 4 or Level 5 in those classifications with a job progression design.

Appendix F Pay Scales will be updated to reflect wage rates resulting from AFSCME reorganization, the application of the across the board wage increases described above and the addition of Step 7 to Level 4 and Level 5 job progressions.

**Section 2 – Deferred Compensation Plan.**

Upon ratification, the City will make a deposit into each active AFSCME employee's ICMA Deferred Compensation Account equal to 2.5% of that employee's base annual wage as of July 1, 2007. Employees not currently participating in the ICMA Deferred Compensation Plan will be given 30 days from ratification to establish an ICMA account. Upon establishing the account, the City will immediately make the full 2.5% deposit to their account. If an employee does not establish an account within 30 days the City will, within the next 30 days, establish the account and make the 2.5% deposit into the Stable Value Fund.

The Employer will provide a twenty (\$20.00) dollar per pay period match after a twenty-five (\$25.00) dollar per pay period contribution for the ICMA Deferred Compensation Plan.

## ARTICLE 16 – SICK LEAVE

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

### **Section 1 – Accumulation.**

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

- a. Each permanent employee of the City shall be entitled to sick leave of 3.7 sick leave hours per pay period. Permanent employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
- b. Accumulation of sick leave shall be unlimited for purposes of illness only.
- c. Accumulated sick leave cannot be transferred from one employee to another. If an employee quits or is discharged from his/her employment, any unused accumulation of sick leave shall be cancelled.
- d. Upon hire new employees will be advanced seven (7) pay periods of sick leave.
- e. Absences for a part of a day shall be charged proportionately in an amount not smaller than one (1) hour.

### **Section 2 – Qualification.**

When an employee finds it necessary to be absent due to sickness he/she shall notify his/her supervisor as to the reasons for using sick time before his/her regular starting time on the first working day of absence, and shall thereafter report on the working day prior to his/her next scheduled starting time (unless

hospitalized or confined by a doctor) until he/she returns to work. If the supervisor is not present, the employee shall leave a message. Sick leave shall not be granted unless such report has been made. If an employee is hospitalized or confined by a doctor, he/she does not have to report every day. However, a physician's statement attesting to such hospitalization or confinement may be required by the City.

If an employee is off on sick leave for five (5) or more consecutive days, a physician's statement shall be required indicating the nature of the sickness, and attesting to the employee's ability to return to work. The employee shall not be allowed to work until submitting such a statement, and any additional time off which results from failure to submit same shall be deducted from the employee's accrued time, or, if there is no accrued time, without pay.

### **Section 3 – Eligibility.**

An employee eligible for sick leave with pay may use such sick leave for absence due to his/her personal illness, and due to illness in employee's immediate family, which is limited to spouses or domestic partners (to the extent permitted by law or other qualified adult as defined by the plan documents), children, and parents. A spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), employee may also use sick leave with pay for maternity-related illness of his/her spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents). Additionally, an employee is eligible for sick leave, upon approval of his/her supervisor for absence due to exposure to contagious disease which could be communicated to other employees.

### **Section 4 – Payment Option for Employees.**

An employee who has accumulated the maximum of one hundred and twenty (120) work days of sick leave credit, shall be paid at the end of each calendar year of employment with the City one-half of the unused sick leave credit above

the one hundred twenty (120) work days accumulation authorized above, and the remaining one-half shall be added to the one hundred and twenty (120) days accumulation to be used for illness only. When an employee has accumulated more than one hundred and twenty (120) days, the amount over the one hundred and twenty (120) days shall be used first.

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

**Section 5 – Payment Upon Retirement or Death.**

An employee who dies before retirement or retires from the City service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for his/her unused sick leave credit, at the rate earned at the time of death or retirement, up to a maximum of one hundred and twenty (120) days.

For purposes of computing final average compensation for pension, employees hired on or after January 1, 1980 through December 31, 1981 will have a maximum of sixty (60) days of accumulated sick leave included; those hired on or after January 1, 1982 will have none of their accumulated sick leave included.

## **ARTICLE 17– WORK SCHEDULE AND OVERTIME**

### **Section 1 – Scheduling Work.**

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

### **Section 2 – Work Week.**

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

### **Section 3 – Shift Preference.**

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

- a. Vacant Positions. Shift preference for vacant positions in a unit will be granted on the basis of seniority within the classification in the unit. The transfer to the desired shift will be effective within two (2) weeks following the end of the current pay period within which the written request was made. Another procedure shall be utilized if mutually agreed upon by the employees in the work area, or if none, the Service Unit and the Service Unit Manager.

- b. 24 Hour/7 Days/Week Operations. In cases of a 24-hour, 7-days-a-week operation, there shall be either a rotating schedule, rotating all employees on an equal basis, or a straight shift schedule.
- c. Probation Period. During an employee's probation period, he/she may, at the employer's option, be retained on days and revert to the shift his/her seniority merits, only upon satisfactory completion of his/her probationary period.

#### **Section 4 – Overtime.**

- a. For employees working eight (8) hour days, any time worked in excess of eight (8) hours a day shall be overtime. For employees working ten (10) hour days, any time worked in excess of ten (10) hours a day shall be overtime. For employees working twelve (12) hour days, any time worked in excess of twelve (12) hour days shall be overtime. Any time worked in excess of forty (40) regular hours a week will be considered overtime
- b. The Employer shall be the determining authority on the necessity for overtime and shall schedule overtime work as required.
- c. Overtime shall be at the rate of time and one-half.
- d. Scheduled days off shall not be changed to avoid paying overtime.
- e. No temporary employee shall be considered for overtime until all qualified AFSCME employees within the service unit of need, and who have signed the volunteer list, are offered the overtime first.
- f. Scheduled Overtime: Notification of scheduled overtime, only that which is known at least forty-eight (48) hours in advance, not emergencies, should be given to employees as far in advance of the time as possible,

but no later than twenty-four (24) hours in advance when possible. Whenever it is determined that an overtime need exists, management shall post scheduled overtime to the class title within the work area<sup>1</sup> indicating the date and starting time of the scheduled overtime. All employees electing to work the scheduled overtime shall sign the offering sheet. The employee on the offering sheet with the least amount of overtime credit shall be offered the overtime. If two or more employees have the same amount of hours, the most senior employee shall be offered the overtime.

- g. Volunteer Lists: Whenever it is determined that an overtime need exists that exceeds the class title within the work area labor pool, management may exercise the option to cross work area or class title lines to secure volunteers to work overtime as needed to complete the project. This section addresses normal operational situations other than high need situations as defined in Article 22.
- h. The employer may maintain listings of other qualified employees from other service units who may volunteer to work scheduled or call out overtime assignments for normal operational needs. If volunteer lists are used, overtime will be offered to all qualified AFSCME members in the following order:
  - 1. Work Area of Need
  - 2. Class Title of Need
  - 3. Service Unit of Need
  - 4. Service Area of Need

<sup>1</sup> In connection with this Article, if the service unit is not divided into work areas, "work area" will mean "service unit."



Then, overtime will be offered to qualified temporary employees within the work area of need. If more volunteers are needed, qualified AFSCME employees in other Service Areas will be offered the overtime. If more employees are needed, employees in the class title within the work area of need will be forced in by inverse seniority.

**Section 5 – Equalization of Overtime.**

Scheduled overtime, and call-out overtime shall be subject to an overtime equalization procedure and an overtime equalization list shall be created. The general purpose of equalization of overtime is to equally distribute the opportunity for overtime among all eligible AFSCME employees by shift, then by work area, then by class title, then by Service Unit, then by Service Area, whichever is applicable. Existing overtime equalization agreements shall be reviewed and updated, if needed, and signed by Human Resources Services and the Union President. However, each work area may develop their own method of overtime equalization if pre approved by Human Resources Services and the Union President in writing. The overtime equalization list shall be posted in the work area location.

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

- b. Call-out overtime is defined as an event that occurs outside of a work area's normal operating hours and, in management's determination, necessitates the return of employees to handle the event. In those work areas or service units that operate 24 hours per day/7 days per week, a call out shall be an event that requires more personnel than are scheduled. Call-out overtime will be offered to the employee with the least amount of overtime credit. If all employees decline the offer of overtime, management may then designate the overtime to the employee with the least amount of "worked" overtime, as opposed to "credited" overtime. Each work area or service unit may develop their own call-out system if pre-approved by Human Resources Services and the Union President in writing. Call-out overtime payment shall be a minimum 2 hour overtime payment plus hours worked. This section does not apply in those situations where employees are called in to start their shift earlier than regularly scheduled.
- c. If volunteer lists are used for scheduled overtime, it will be offered as described in Section 4, above, by the posting indicating the date and starting time of such scheduled overtime. All employees electing to work the scheduled overtime shall sign the offering sheet. The employee on the offering sheet with the least amount of overtime credit shall be offered the overtime. If two or more employees have the same amount of hours, the most senior employee shall be offered the overtime.
- d. When an employee is called for overtime and the employee either declines the offer, is not home, there's no answer, or the supervisor is otherwise unable to contact the employee, such employee shall be credited with the hours actually worked by those assigned. No overtime shall be credited when an employee is on official leave such as vacation, personal leave, sick leave, leave of absence, or worker's compensation.

- e. When an employee is on approved leave, overtime assignment and recording for equalization purposes is suspended for the actual time the employee is off from four (4) hours before the beginning until four (4) hours after the return from that approved leave. No employee on approved leave will be considered eligible (nor required) to work overtime during this period, unless a sufficient number of employees cannot be secured to perform the necessary work (or a high need situation exists and has been declared). Then an employee who is off on approved leave may be contacted for overtime to see if they are able and/or willing to work. In the event of upcoming scheduled overtime that becomes known to the employee on leave that he/she desires to work, he/she may volunteer for any open unassigned scheduled overtime slots. The Employer would be under no obligation to inform the employee that is on approved leave of the upcoming scheduled overtime or to hold a space (slot) open for that employee.
  
- f. This section shall not apply when an individual is in a volunteer status and/or working in a high need situation such as snow removal, flooding, or civil defense emergencies.

**Section 6 – Work Continuance.**

Work continuance occurs when an AFSCME employee continues working past his/her normal shift to complete his/her day's assignment and shall be paid at the overtime rate. The actual hours worked will be charged to the individual on the overtime equalization list. If the employee is unable to do work continuance, the overtime equalization list will be used to assign the overtime.

**Section 7 – Compensatory Time.**

All employees, except those in positions exempt (Land Development Coordinator), shall receive overtime pay in cash at the rate of time and one-half

their regular rate. Compensatory time off may be granted in lieu of cash, if requested by the employee and approved by the Service Unit Manager or his/her designee. If an employee requests use of compensatory time, he/she shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations.

Employees in exempt classifications are not normally eligible to receive overtime compensation in the form of cash, but may be granted compensatory time off at straight time when conditions permit. Overtime compensation in cash can be paid with the approval of the City Administrator if the work is of an emergency nature. The regulation of payment in cash applies with equal force at the time of such employee's separation.

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

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

**Section 8 – Daylight Savings Time.**

Employees who work on the day in which daylight savings time either starts or ends shall receive actual pay for the number of hours actually worked.

**Section 9 – Rest Periods/ Breaks.**

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

## **ARTICLE 18– LEAVES OF ABSENCE**

### **Section 1 – Health Related.**

Health related leaves under this section may be paid or unpaid. As long as leave time accruals are being applied the employee is in a paid status. Vacation, sick and personal leave time accruals will be applied to all health related leave days in the order selected by the employee, until the reserve level is reached. The reserve level is defined as a maximum forty (40) hours of sick time and/or forty (40) hours of vacation time. The employee may elect to apply some or all of the reserve time and/or compensatory time to these leave days.

#### **A. Physical or Mental Illness of Employee**

If an employee is off for an extended period of time due to a physical or mental illness, the employee may be granted, at his or her request, a leave of absence not to exceed two (2) years. Such leave shall run concurrent with Family and Medical Leave. However, nothing stated herein shall preclude the City from resorting to the provision of the current pension ordinance relating to duty or non-duty disability retirement. City provided healthcare benefits will continue for the first twelve (12) months of the leave or while the employee is in a paid status, whichever is greater. If after the first twelve (12) months of leave the employee is in an unpaid status, the employee will be eligible to purchase healthcare benefits at the COBRA premium rate less the administrative fee. Should an employee covered by this contract become physically or mentally disabled due to a non-duty illness or injury to the extent he/she cannot perform his/her regular job, management will be obligated to try to place the employee in an existing vacant position that he/she is physically and mentally able to perform, within the guidelines of applicable State and Federal laws.

**B. Family Illness**

Employees may request a leave of absence for family illness to care for a biological, adopted, foster or step child, legal ward, spouse, domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents) or parent with a serious health condition (as defined in the FMLA). Such leaves of absence shall run concurrent with a Family and Medical Leave and may not exceed one (1) year.

City provided healthcare benefits will continue for the length of time the employee is on approved leave in a paid status.

City provided healthcare benefits will not continue for an employee on approved leave in an unpaid status and not under protection of FMLA.

The employee will be eligible to purchase healthcare benefits at the COBRA premium rate less the administrative fee.

**C. Maternity/Paternity Leaves**

Employees shall be allowed to take a six (6) month leave of absence due to pregnancy, birth or adoption of a child. Such leave of absence shall not affect continuous service and shall run concurrent with a Family and Medical Leave. City provided healthcare benefits will continue for the length of time the employee is on approved leave in a paid status.

City provided healthcare benefits will not continue for an employee on approved leave in an unpaid status and not under protection of FMLA.

The employee will be eligible to purchase healthcare benefits at the COBRA premium rate less the administrative fee.

If the spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), of a permanent employee has a prolonged maternity related illness, a family illness leave of absence not to exceed twelve (12) months may be granted. Any time spent in a maternity/paternity leave of absence, whether paid or unpaid, shall count toward the twelve (12) month period of time in this section. A letter shall be provided by the attending physician indicating the nature and the expected duration of the maternity related illness.

**D. Return from Health Related Leave of Absence**

1. Employees shall be returned to employment following a medical leave of absence which shall be for a maximum of two (2) years. Employees shall be returned to their original position from short term medical leaves of absence up to four (4) months in length and in the case of long term medical leaves the employee shall return to his or her original position if vacant. If the position is not vacant, then such employee shall be placed in any vacant position in the same classification. If no vacant position in the same classification is open, then such employee shall be placed in the next available position to which such employee's seniority and qualification entitle him or her.
2. Upon return to work, the employee will be updated within seven (7) calendar days on any procedural or policy changes that took place in his/her absence.

**Section 2 - Non-Health Related**

An employee approved for a non-health related leave of absence under this section shall apply their vacation, personal, compensatory and sick leave time accruals to the leave days in the order selected by the employee. As long as leave time accruals are being applied the employee is in a paid status.

**A. Personal Reasons**

A Service Unit Manager may authorize an employee to be absent for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year. City provided healthcare benefits shall continue for the length of the approved personal leave.

While vacation, personal, sick and compensatory leave time accruals are being applied; the leave time will be with pay.

**B. Administrator Approved Leave**

The respective service unit manager or designated representative, in consultation with the City Administrator, may authorize administrator approved leave of absence with or without pay for any period not to exceed six (6) calendar months in any one calendar year for the following purposes:

1. Attendance at college, university or business school for the purpose of training in a subject related to work of the employee, and which will benefit the employee and the City service.
2. Urgent personal business requiring employee's attention for an extended period, such as settling estates, liquidating a business, attending court as a witness, running for a public or union elective position; and for purposes other than the above that are deemed



beneficial to the City service.

While vacation, personal and compensatory leave accruals are being applied, the leave time will be with pay and City provided healthcare benefits.

If sick leave time accruals are being applied, the leave time will be with pay, but the City provided healthcare benefits will not continue. The employee will be eligible to purchase healthcare benefits at the COBRA premium rate less the administrative fee.

An employee will be eligible to purchase healthcare benefits at the COBRA premium rate less the administrative fee on an administrator approved leave of absence in an unpaid status.

### **C. Funeral Leave**

Permanent employees shall be allowed up to five (5) consecutive working days as funeral leave days with pay not to be deducted from sick leave for a death in his/her immediate family which is to be defined as follows: The employee's spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), parent, stepparent, grandparent, child, grandchild, stepchild, brother, sister, brother-in-law, sister-in-law, step-brother, step-sister, or member of employee's household. The employee's spouse's or domestic partner's (to the extent permitted by law or other qualified adult as defined by the plan documents) parent, stepparent, grandparent, child, grandchild, stepchild, brother, sister, brother-in-law, sister-in-law, step-brother, or step-sister.

Additional time may be granted from employee's vacation, personal

leave, or comp banks if requested and approved by the employee's immediate supervisor.

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

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

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

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

**D. Election of Position.**

A regular employee who has been elected or appointed to a public or Union position, outside of AFSCME Local 369, will be granted a leave of absence for a period not to exceed two (2) years. If the election or appointment is to City Council, the employee would resign his/her position with the City of Ann Arbor.

While vacation, personal and compensatory leave time accruals are being applied, the leave time will be with pay and City provided healthcare benefits.

If sick leave time accruals are being applied, the leave time will be with pay, but the City provided healthcare benefits will not continue. The employee will be eligible to purchase healthcare benefits at the COBRA

premium rate less the administrative fee.

An employee will be eligible to purchase healthcare benefits at the COBRA premium rate less the administrative fee if on an election of position approved leave of absence in an unpaid status.

**E. Leave for Union Business.**

Members of the Union elected to attend a function of the union, such as conventions, educational conferences, or other training seminars, shall be allowed up to a combined maximum of twenty (20) days off per contract year with pay, and an additional combined maximum of twenty (20) days off per contract year without pay to attend such functions. However, stewards' training classes are excluded from these totals, and all time off to attend such functions must be expressly approved at least seven (7) days in advance by the City Administrator.

**F. Personal Leave Days.**

Each permanent employee covered by the Contract shall receive, effective July 1 of each year, four (4) personal leave days. Such personal leave cannot be used in increments less than one-half day. This leave is in addition to sick and vacation leave and must be used during the year or will be lost. An employee shall notify the supervisor at least 24 hours prior to the personal business day requested. If it is found that the day requested interferes with operations, it is understood that the day will be granted within two days of the date originally requested. For purposes of this Section, "day" is defined as the length of the employee's assigned shift.

New employees will earn one (1) personal leave day in each quarter of the first fiscal year of their employment. The quarters are July 1 –

September 30, October 1 – December 31, January 1 – March 31 and April 1 – June 30. New employees will be allowed to take their personal leave day at anytime in the period in which it is earned or at any time in the fiscal year through June 30. Thus, an employee hired between July 1 and September 30 will earn one (1) personal leave day in that period and can take it at any time in that period if he/she so desires. That employee will earn another personal leave day in the October 1 – December 31 period, etc. 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 days. Thus, a new employee hired between April 1 and June 30 will earn one (1) personal leave day in that period and can take it at any time during that period. Beginning July 1, that employee will receive four (4) personal leave days.

**G. Veterans.**

Employees serving in any branch of the Armed Forces will be relieved and returned to work for duty consistent with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other related sections of this contract including but not limited to Article 11, section 5 (Veteran's Seniority).

City provided healthcare benefits will continue for the first twelve (12) months of leave, or while the employee is in a paid status, whichever is longer. In addition, the City agrees that for employees who serve fewer than 31 days, the employee may elect to continue his/her medical coverage at the rate which is currently in effect for bargaining unit employees at the time of the leave.

If the employee is in an unpaid status, the employee will be eligible to purchase healthcare benefits at the COBRA premium rate less the

administrative fee.

Employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City, when they are on full time active duty or training in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except that the Employer may extend this limit in proper cases.

**H. Return from Non-Health Related Leaves of Absence.**

Employees off on a leave of absence must return to work on a prearranged date. When an employee is reinstated to his/her previous position or job classification, he/she shall receive a rate of pay not less than his/her previous position.

Upon return to work, the employee will be updated within seven (7) calendar days on any procedural or policy changes that took place in his/her absence.

## **ARTICLE 19 – HOLIDAYS**

### **Section 1 – Definition.**

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

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday (one-half day)
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas Day (one-half day)
- Christmas Day
- Day before New Year's Day (one-half day)
- Employee's Birthday

### **Section 2 – Monday – Friday Operations.**

If a holiday falls on Saturday, the Friday preceding shall be the holiday. If the holiday falls on a Sunday, the Monday following shall be the holiday.

### **Section 3 – 24-Hour and/or 7-Day Operations.**

If a holiday should fall on an employee's normally scheduled day off, the holiday

shall be celebrated on the day before or after the normally scheduled days off, dependent upon the City's option of before or after.

**Section 4 – Birthdays.**

Employees are entitled to take their birthday off as a holiday. Instead of taking their actual birthday off, employees, at their discretion, may take off as the birthday holiday any work day within fifteen (15) working days before or after their actual birthday. The employee must notify his/her supervisor fifteen (15) working days prior to taking the birthday holiday.

**Section 5 – Easter.**

Employees whose regularly scheduled workday falls on Easter Sunday shall be compensated at a rate of time and one-half times their hourly rate.

## **ARTICLE 20 – WORKER’S DISABILITY COMPENSATION**

### **Section 1 – Definition.**

Each employee will be covered by the applicable Worker's Compensation Law. The employer further agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his/her employment with the City and who is eligible for 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 (8th) day after the first work day off due to work related illness or injury and continuing thereafter for a maximum of fifty-two (52) weeks. On the fifteenth (15th) 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.

### **Section 2 – Secondary Employment.**

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

### **Section 3 – Work While Receiving Worker's Compensation Benefits.**

While an employee is receiving Worker's Compensation benefits, he/she shall be required to perform work that is offered by the City if he/she is capable of performing that work. If the employee is requested to perform this work during the period in which he/she would have been entitled to receive weekly supplemental payments, his/her salary will not be lower than his/her salary at the time of injury. If the employee is requested to perform this other work after the period in which he/she is entitled to receive weekly supplemental payments, his/her salary shall be that of the job he/she performs. If an employee refuses to

perform other work that he/she is capable of performing, he/she shall forfeit his/her right to receive weekly supplemental payments, as well as subjecting him/herself to loss of regular Worker's Compensation payments under the Worker's Compensation Act. After six (6) weeks on Worker's Compensation, the employee may be required to periodically report to a City-selected and paid-for doctor.

**Section 4 – Return to Work.**

At any time an employee is able to return to his/her regular job, he/she shall be required to do so. Failure to so return will result in the forfeiture of weekly supplemental payments as well as subjecting the employee to loss of regular Worker's Disability Compensation payments under the Worker's Disability Compensation Act.

**Section 5 – Light or Limited Duty.**

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

**Section 6 – Pension.**

Worker's Compensation payments shall not be used for purposes of computing final average compensation for pension, except as provided for in Section 1. of this article. The Worker's Compensation and pension benefits paid to an employee or retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Worker's Compensation payments. Upon termination of the period for payment of Worker's Disability Compensation, arising on account of his/her City employment, the employee or retiree shall again receive his/her full periodic pension payments.

## ARTICLE 21 – VACATION LEAVE

### Section 1 – Definition.

Permanent employees shall accrue vacation time for any given year on the basis of accumulating one twenty-sixth (1/26) of their annual vacation for every pay period in which said employee is listed on the City payroll in accordance with the following schedule:

Up to 5 years of service	4.62 hours
After 5-10 years of service	5.54 hours
After 10-15 years of service	6.16 hours
After 15-21 years of service	6.77 hours
After 21 years of service	7.7 hours

An employee shall not be allowed to take vacation leave until completion of six (6) months of permanent employment. Permanent part-time employees shall receive vacation on this basis prorated according to actual time worked.

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

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Service Unit Manager or designated representative, be charged against the employee's vacation leave allowance.

### Section 2 – Scheduling.

The Supervisor shall keep records of vacation leave allowances and shall schedule vacation leaves with particular regard to the seniority of employees. January 1 through January 15 of each year, senior employees shall be given preference in the selection of vacation periods to be taken during the calendar

year. Responses to such requests shall be made within two (2) weeks following January 15. After January 15, vacation shall be approved on a first come, first serve basis, as follows:

- a. Vacation leave shall be scheduled with regard to employee seniority, operating requirements and written request of employees.
- b. Any employee wanting to schedule a vacation from one-half (1/2) through three (3) days shall have their vacation request filled out and submitted to their supervisor a minimum of one (1) working day prior to the starting day of their vacation. Extenuating circumstances may be taken into consideration in the discretion of the employer. Any employee wanting to schedule a vacation over three (3) days shall have their vacation request filled out and submitted a minimum of five (5) working days in advance of their vacation. If an employee has given his or her request five (5) or more working days in advance of the desired time off, a response to such a request shall be made as soon as possible but in no event more than three (3) working days following the request. Responses to requests made less than five (5) working days before the requested vacation is to begin shall be made as soon as possible. Vacations of one-half (1/2) day increments or less, in hourly increments, will be available only if work schedule permits and upon prior approval of the employee's supervisor.
- c. Acknowledging the right to reserve vacation time with particular regard to the seniority of employees, the employee is committed to use the reserved vacation time, unless a rescheduled vacation does not inconvenience a fellow employee.

### **Section 3 – Accrual.**

Employees shall take yearly vacations, and in no case shall an employee be

allowed to accrue at the end of any calendar year, 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 vacation to which the person is entitled, as of December 31 of any given year, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator. The paycheck stub received by each employee every two weeks shall contain the up-to-date status of vacation leave and shall constitute adequate notification that the employee may be in danger of losing unused vacation time. The chart below shows the maximum number of hours which can be carried over from one year to the next based upon an employee's years of service:

Up to 5 years of service	240.24 hours
After 5 -10 years of service	288.08 hours
After 10-15 years of service	320.32 hours
After 15-21 years of service	352.04 hours
After 21 years of service	400.40 hours

**Section 4 – Vacation Pay Upon Termination.**

Employees separated from the City service shall be paid at their normal salary rate for their unused vacation, not to exceed the amount of vacation an employee is eligible to accrue in two (2) years.

## **ARTICLE 22 – TEMPORARY ASSIGNMENTS**

### **Section 1 – Filling Vacancies.**

Temporary assignments for the purpose of filling temporary vacancies will be granted to the senior qualified employee who desires to change class title for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such temporary vacancy. Such assignments shall not exceed six (6) months unless mutually agreeable by the employee, the Union, and the City.

### **Section 2 – High Needs.**

Upon designation by the City Administrator or Service Area Administrator that a high need situation exists, the service unit which is experiencing the high need and the responding service units may institute special schedule including, but not limited to, twelve (12) hour shifts and all affected operations shall function in accordance with special management procedures and schedules to meet the special service requirements.

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

In high needs situations, employees are required to respond to calls to work and work the schedules set by management. Discretionary leave time during these

high need situations shall not be granted (i.e. vacation/comp /personal) before an individual employee begins, or during his/her first shift. Exceptions may be made with management approval for transitional purposes for the first and last days of the change to an extended shift such as when an employee ends his/her shift within four hours of his/her regular work shift he/she may use leave time (other than sick) to go home and rest before his/her regular work shift begins again.

Employees who work in high needs situations will be limited to sixteen (16) hours of work with an eight (8) hour break. CDL drivers shall be limited to twelve (12) hours of driving in a twenty-four (24) hour period.

Time and one-half shall be paid for time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of 12:01am (midnight) of the day worked. There shall be no pyramiding of overtime through such means as calling in ill or using leave time for the regular shift hours and expecting to work overtime hours. Overtime shall only apply after eight (8) hours of paid time.

- a. A list of qualified individuals volunteering to work will be compiled.
- b. Employees working in a high need situation outside their work area will not have hours worked added to the equalization list in their respective work area.

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

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

**Section 3 – Supervisors.**

For AFSCME employees interested in performing as Temporary Supervisors within particular service units, the employer shall post for volunteers within that service unit and must provide for a pre-training program to familiarize the employees with the basics and fundamentals of management. All such training shall be documented and maintained in the service unit files. Upon satisfactory completion of the training, additional hands on training/experience may be gained through short term (less than two continuous work days or sixteen (16) continuous hours) assignments as acting supervisors without assumption of full responsibility or liability for the work performed and during such assignments, shall receive their regular rate of pay.

An employee who has successfully completed the training may then be asked to serve officially as the Acting Supervisor. To be official this must be documented and signed by the Teamster or other supervisor as a work assignment of greater than 16 continuous hours duration, and indicating the purpose, duration, and rate of pay, which shall be at step 1 of the range of the supervisory position being replaced, provided it is at least one step above the AFSCME employee's current pay rate. If it is not at least equivalent to one step higher, then that rate shall be set at the next highest step. The method of assignment of personnel shall be within the service unit involved. Other Teamster Supervisors working in the service unit able to do the assignment will be offered the opportunity first; and if no Teamster member in the service unit is available to perform the work then a qualified AFSCME member/employee may be asked to fill the temporary assignment at a higher rate of pay after the AFSCME employee serves in this assignment beyond sixteen (16) consecutive hours. In the unlikely event that an AFSCME employee elects to take an assignment as an Acting Supervisor where the AFSCME employee's rate of pay is more than the Supervisor's rate, then the AFSCME employee shall not receive an increase in pay. Any discipline of the AFSCME employee serving in the temporary assignment shall be in accordance



with the AFSCME contract during the assignment. In no instance shall such an assignment exceed 120 days except by written agreement of all parties. Any hours serving as the temporarily assigned acting supervisor up to the first Sixteen (16) hours shall be considered training experience and the employee will not assume the full duties or responsibilities during this period. Such assignments shall be made in the sole discretion of the Service Unit Manager with consideration for ability, interest, experience, and seniority.

## **ARTICLE 23 – BULLETIN BOARDS**

The Employer will provide bulletin boards for the bargaining unit employees in each work assignment location which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Miscellaneous items placed on the board by employees, such as "For Sale" notices.
6. Union advertisements.

## ARTICLE 24 – TRAINING AND EDUCATION

### Section 1 – Training.

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

If the trainee is being trained for a classification higher than the employee providing the training, the employee providing the training shall be compensated at the higher rate during such training period.

### Section 2 – Educational Reimbursement.

The City hereby establishes an educational reimbursement program for permanent employees with the following provisions:

- a. Educational reimbursement must be requested by the employee, in writing, on forms made available by Human Resources Services,
- b. The request must be approved by the service unit manager in his/her sole discretion prior to the first meeting of the course with an explanation as to how it is related to the employee's classification and work assignments or provides future promotional opportunities within the employee's service unit,
- c. Full reimbursement will be provided for registration, tuition and books, but not travel or employee time. Approved reimbursement is contingent upon the employee receiving a satisfactory grade as outlined in Section 2(d)(1) for course/s and textbooks at up to 100% of the total costs up to a

maximum of two thousand two hundred twenty (\$2,220) dollars per fiscal year, plus the equivalent adjusted percentage increase in tuition cost in the year by the school, based upon Eastern Michigan University's tuition rate, when an employee's cost exceeds the \$2,220 cap. This increase shall be cumulative from year to year, but will not exceed a total of eleven percent (11%) over the term of this contract.

- d. Reimbursement will be made at the successful completion of the course upon the receipt (within 90 days) by Human Resources Services of the following:
  - 1. Copy of grade or transcript with grade of C or better for undergraduate courses and B or better for graduate courses, or passing of a course taken on a pass/fail basis,
  - 2. Receipt for registration, tuition and books.
- e. Employees who attend courses during normal work hours must receive management approval. Hours of work missed during such attendance must be made up by the employee or no pay will be granted for such time.
- f. If management requests that an employee attend a training program full reimbursement for travel and lodging (when appropriate) shall be provided (where necessary, in advance), and the hours of work missed will not be required to be made up. However, no overtime will be paid, unless agreed to before the employee attends the training program.

## **ARTICLE 25 – EMPLOYEE SAFETY**

A Safety Committee of employees and employer representatives is hereby established. This committee will include no more than four employee representatives and not more than three employer representatives. The union will select employee representatives and attempt to assure distributed representation that reflects the variety of work situations represented by the union. The Safety Committee will meet at least quarterly, but may meet more frequently to work on particular issues. If an item to be discussed has particular importance to a specific service area or service unit, arrangements may be made to allow additional representation for that meeting.

### **Section 1 – Compliance with MIOSHA.**

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

### **Section 2 – Service Unit Responsibilities.**

Each service unit has primary responsibility for the safety of its operations. This responsibility includes:

- a. Providing safety training to employees prior to assignment of duties and thereafter on a continuing basis.
- b. Providing equipment (machinery, vehicles, hand and power tools), that meet accepted standards for safety and continuous monitoring, in order to insure that defective equipment is taken out of service until repaired and returned to a safe condition.

- c. Providing personal protective equipment suitable to the hazard(s) anticipated, and thereafter monitoring to insure that his/her protective equipment is maintained and effectively utilized.
- d. Providing work sites that are free of recognized hazards as the City can make them and periodically inspecting for unsafe conditions, unsafe job performance and potential health hazards.

**Section 3 – Employee Responsibilities.**

Each employee shall comply with all occupational safety and health rules established for their job. Employees shall properly use and maintain all personal protective equipment issued and shall not remove, displace, damage, destroy or carry off a safeguard furnished or provided for use by the employer, or interfere in any way with the use thereof by any other person. The City may assess a fair charge to cover loss due to negligence or willful destruction by the employee.

**Section 4 – On-the-Job Injury.**

An employee injured on the job during his/her regular hours of employment shall report the injury as soon as possible to his/her supervisor. If the injury requires medical attention, arrangements shall be made to transport the employee to the nearest medical facility as identified by the City.

## ARTICLE 26 – HEALTH INSURANCE

The Employer agrees to the following conditions regarding health insurance:

### **Section 1 – Health Coverage.**

After three (3) months of employment, the City will provide health care coverage under a preferred provider organization program (the “PPO Plan”) administered by Blue Cross Blue Shield of Michigan, or similar third party administrator. Plan benefit provisions shall become effective July 1, 2007 and shall remain in effect as summarized on the Blue Cross Blue Shield PPO Plan 1 City of Ann Arbor Healthcare Summary Sheet (Group 67298-004) and in Appendix E and as described in this article. Employees covered under the PPO Plan 1 shall pay an annual deductible per covered employee and for each of such employee’s covered family members as described below and in Appendix E.

This plan includes an annual deductible per covered person of \$150 effective July 1, 2007, \$175 effective July 1, 2008, \$200 effective July 1, 2009 and \$225 effective July 1, 2010. Effective July 1, 2007 prescription drug co-pays will be \$25/\$10 for brand/generic. Mandatory mail order for maintenance drug prescriptions will be at this same co-pay of \$25/\$10 for brand/generic for a ninety (90) day supply. The plan also includes a \$750 routine wellness/preventative benefit per covered person per calendar year. Office visit and urgent care co-payments will remain \$10 through June 30, 2009; effective July 1, 2009 office visit and urgent care co-payments will be \$15. Chiropractic visit co-payments will be \$15 effective July 1, 2007.

### **Section 2 – Eligibility.**

The City provides Health Care Coverage to newly hired permanent employees once they have completed their first three (3) months of employment. An employee may elect to purchase Health Care Coverage at their own cost during the first three (3) months of employment. At the end of this three (3) month

period, the City will assume the cost of the Blue Cross Blue Shield PPO Plan 1, Group 67298-004 for single, two-person, or family coverage, including spouse, domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents) and dependent children as defined in the health care plan (until the end of the calendar year in which they reach the age of 19 or 25 and hereafter referred to as “eligible dependent children”). PPO Plan Provisions are summarized in the City of Ann Arbor Health Care Summary Sheet (Group 67298-004) and in Appendix E. An employee shall not be able to change such election until the next Open Enrollment or unless the employee has a change in family status. Employees promoted into this bargaining unit who, during the course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City shall continue with uninterrupted benefit coverage.

### **Section 3 – Health Coverage in Retirement.**

The City of Ann Arbor shall provide to all AFSCME bargaining unit members who retire on or after the effective date of this agreement (including their spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents) and eligible dependent children as long as the retiree remains the subscriber), the provisions and level of coverage under the Blue Cross Blue Shield PPO Plan 1 (67298-004) that the AFSCME bargaining unit member received as of the date of his/her retirement, throughout his/her lifetime. This benefit provision also applies to surviving spouses, domestic partners (to the extent permitted by law or other qualified adult as defined by the plan documents) and eligible dependent children of deceased retirees who took Option II or III at the time of retirement. Employees who defer retirement are not eligible to receive health care coverage. Retirees are required to have both Medicare Part A and 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 their spouse or



domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents) and eligible dependent children) such that this supplemental health care coverage, when combined with Medicare Parts A and B, shall provide the retiree the provisions and 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 the provisions and level of coverage under the PPO Plan in effect at the time of his/her retirement. 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 care coverage shall cease. If there is a disagreement between the retiree and the City relative to definition of "substantially different", a panel consisting of the Director of Human Resources Services and Labor Relations, or his/her designee, the Union President, or his/her designee, and a third party agreed to by the first two shall determine if a retiree shall remain in the City's plan. 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-such loss to the City, the City's obligation to provide health coverage shall recommence and such coverage shall be restored immediately following the production of such proof-of-loss. The City shall not prohibit a retiree from re-entering the City's health care coverage for any reason upon loss of coverage from another plan, and further, the health coverage benefits provided upon return to City coverage will be the same as that which the employee was entitled to upon retirement from City service.

**Section 4 – Health Insurance Cost Containment Waiver Program.**

Under specified conditions set forth in Appendix C, employees shall be able to waive their City health care coverage and receive \$2,000 per year, payable quarterly. The City reserves the right to amend or terminate the program at any

time during Open Enrollment to be effective as of the upcoming July 1.

**Section 5 – Labor/Management Health Care Committee**

A Labor/Management Health Care Committee shall be established and meet twice annually. The Committee will review current health care expenses and investigate potential cost saving measures that do not result in higher costs to employees than agreed to in this contract. The Committee shall also recommend and be actively involved with education initiatives for its members. The Committee shall be comprised of three (3) members each of AFSCME and Management.

**Section 6 – Bidding.**

The employer has the right to place the health care coverage out for competitive bidding, providing the same provisions and level of coverage as the current plan or better with reasonably similar acceptance levels to current providers. If a provider can supply better services and/or benefits at the same cost, those additional services and/or benefits shall be provided to the bargaining unit. The Union President must agree in writing that the City's proposal is equal to or better than the current coverage. There shall be at least 30 days notice provided to the bargaining unit before any changeover in providers goes into effect.

**Section 7 – Health Reimbursement Account**

Effective July 1, 2007, the City shall establish a Health Reimbursement account on behalf of each non-probationary employee. For each active employee, the City shall contribute \$500 on July 1, 2007, \$500 on July 1, 2008, \$500 on July 1, 2009 and \$500 on July 1, 2010. The City shall establish such an account for each newly hired employee and upon completion of his/her probationary period shall make a \$125 Health Reimbursement Account deposit for each full quarter remaining in the fiscal year. Thereafter, contributions for active employees shall be made in accordance with contributions made for non-probationary employees. The funds in the account shall be accessible to pay health care

expenses of the employee and his/her spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), and eligible dependent children. Unused amounts in this account shall be carried forward each year on behalf of the employee for use in subsequent years. Upon retirement, the funds in the account shall be accessible to pay health care expenses of the retiree and his/her spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), and eligible dependent children of employees or retirees. The funds in the account shall be accessible to pay for health care expenses of surviving spouse, domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), and eligible dependent children of employees or retirees.

An employee who permanently separates from City employment, other than retirement, shall forfeit any unused funds.

An employee who waives City health care coverage and receives payments under the City's Health Care Waiver Program shall not have contributions made to such Health Reimbursement Account. However, if the employee re-enters the Health Care Coverage Program, the City shall make the Health Reimbursement Account contribution for the employee, prorated by month.

## **ARTICLE 27 – DENTAL INSURANCE**

### **Section 1 – Coverage.**

After three (3) months of employment, employees, their spouses, domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), and eligible dependents under age 19 shall be provided a “75% (Class I and II)/ 50% (Class III) Delta Dental Plan” or its satisfactory equivalent with a maximum benefit of \$2000 per year per person. The City shall also provide orthodontics rider providing 50% co-payment for employees’ dependent children up to their 19<sup>th</sup> birthday with a \$2000 lifetime maximum per person, provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age.

### **Section 2 – Bidding.**

The Employer has the right to place the dental insurance program out for competitive bidding providing the same level of coverage as the current plan or better 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 Union President must agree in writing that the City’s proposal is equal to or better than the current coverage. There shall be at least 30 days notice provided to the bargaining unit before any changeover in providers goes into effect.

## **ARTICLE 28 – VISION INSURANCE**

### **Section 1 – Coverage.**

The City of Ann Arbor shall provide to each member of the bargaining unit (after three (3) months of employment), a \$200 maximum benefit every 24 months through Mutual Eye Claim Audits, Inc. or its satisfactory equivalent for optical expenses for the employee and their spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents). Also provided is a \$200 maximum benefit every 12 months for eligible dependents under age 19. Covered expenses include lenses, frames, contact lenses, and Lasik surgery. This benefit includes a vision examination plus \$200 towards covered expenses for the employee, their spouse, domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), and eligible dependents every two (2) years.

### **Section 2 – Bidding.**

The Employer has the right to place the health insurance program(s) out for competitive bidding providing the same level of coverage as the current plan or better 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 Union President must agree in writing that the City's proposal is equal to or better than the current coverage. There shall be at least 30 days notice provided to the bargaining unit before any changeover in providers goes into effect.

## **ARTICLE 29 – LIFE INSURANCE**

### **Section 1 – Basic Life Insurance.**

The Employer agrees to pay the entire premium cost of \$15,000.00 of Basic Life Insurance on all permanent employees who have completed their three (3) month probationary period. The City will further pay the entire cost of \$5,000.00 life insurance for retiring employees who have completed five (5) or more years with the City and are retiring on a City pension. Employees taking a deferred retirement do not receive this benefit.

### **Section 2 – Optional Life Insurance.**

Permanent employees will be permitted to take additional Optional Life Insurance of an amount equal to twice their annual salary, with the City paying one-half (1/2), and the employee paying one-half (1/2) of the true cost of this additional insurance. Employees may elect this insurance within thirty (30) days of initial eligibility, which is their date of hire or date of promotion into the bargaining unit. If not elected at this time, Optional Life Insurance can be applied for only during an annual open enrollment and will be subject to Late Applicant approval which requires proof of good health. Retiring employees, as identified in Section 1, who will continue to have life insurance paid for by the City, may convert their Optional Life Insurance into a personal (individual) policy at retirement without proof of insurability. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance company.

### **Section 3 – Dependent Life Insurance.**

Persons who take additional life insurance according to Section 2 are entitled to subscribe to dependent life insurance for the family as follows:

<b><u>Coverage for:</u></b>	<b><u>Amount</u></b>
Spouse, Domestic Partner or other qualified adult as defined by the plan documents)	\$10,000
Children:	
-Birth to age 6 months	\$ 1,000

-Age 6 months to 19 years	\$ 7,000
-Full-time students age 19-23 years	\$ 7,000

**ARTICLE 30 – 30 DAY RULE FOR BENEFITS**

Employees, retirees, and surviving spouses or domestic partners (to the extent permitted by law or other qualified adult as defined by the plan documents), must report major life event changes to Human Resources Services, Benefits Staff 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, declaring a domestic partnership (to the extent permitted by law or other qualified adult as defined by the plan documents), birth of a child, divorce, ending a domestic partnership (to the extent permitted by law or other qualified adult as defined by the plan documents), 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, or domestic partners (to the extent permitted by law or other qualified adult as defined by the plan documents), who declare a new domestic partnership (to the extent permitted by law or other qualified adult as defined by the plan documents), after death of the retiree may not add a new spouse, domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), or dependent child to City benefit plans.



**ARTICLE 31 – EMPLOYEES/RETIREEES MARRIED TO EMPLOYEES/RETIREEES**

Where two employees/retirees are eligible for benefits and are legally married to each other or have declared a domestic partnership (to the extent permitted by law or other qualified adult as defined by the plan documents), they will be enrolled under one contract as a subscriber and spouse or domestic partner (to the extent permitted by law or other qualified adult as defined by the plan documents), and receive benefits under one contract (health, dental, vision, dependent life insurance). This applies to any eligible employee/retiree relationship. However, each employee is entitled to Basic and Optional life insurance coverage.

**ARTICLE 32 – LONGEVITY PAYMENTS**

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

After 5 years of continuous employment	\$ 300.00
After 10 years of continuous employment	600.00
After 15 years of continuous employment	900.00
After 20 years of continuous employment	1,200.00
After 25 years of continuous employment	1,500.00

The above cash payments, where applicable upon completion of a full year's employment, will be paid to the employee in the month following the employee's anniversary date. Should an employee who is eligible for longevity pay leave City service, his/her pay will be prorated and paid based upon actual anniversary date. For example, if an employee hired on January 10, 1974 left City service on May 10, 1980, that employee would receive 4/12 of the payment.

This cash payment will be in a separate check and not a part of the basic salary with the exception of earned annual income for the purpose of retirement calculations.

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.

## **ARTICLE 33 – GENERAL**

### **Section 1 – Union Negotiating Committee.**

The bargaining committee of the Union will include not more than six (6) members made up of City employees and non-employee representatives of Local 369 of AFSCME (not more than two in number). The Union will give to Management, in writing, the names of its employee representatives on the bargaining committee. The Employer will give to the Union, in writing, the names of representatives on the bargaining committee. Other persons associated with either party may attend the bargaining sessions by mutual agreement.

Employee members of the bargaining committee will be paid by the City for time spent, during their normal working day, in negotiations with the City, but only for the straight time hours they would otherwise have worked on their regular work schedule. The regular working day hours spent in negotiations shall be included in the computation of the employee's regular forty (40) hour work week. Any hours the employee is required to work at his/her regular work station over forty (40) hours, which may have included time spent in negotiations, shall be considered overtime and shall be paid at the contractually agreed upon overtime rate.

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

### **Section 2 – Labor-Management Advisory Committee.**

The City and the Union shall establish and maintain a Joint Labor Management Advisory Committee composed of six (6) members, three (3) of whom shall be appointed by the Union President, and three (3) of whom shall be appointed by the City Administrator. This committee shall meet at least once each month.

It is agreed that the purpose of Joint Advisory Committee shall be to accomplish, through cooperative effort, the mutual objectives of increased efficiency and productivity and improved conditions of employment.

Its function shall be to outline the problems that concern those objectives, and to the extent that mutual agreement may be reached, endeavor to find ways of accomplishing such objectives consistent with the provisions of this Agreement. Either group, by agreement of the co-chairpersons, may bring in persons from their group who are specialists in a subject under discussion by the committee.

The committee shall not engage in collective bargaining. Matters considered by this committee shall not be subject to grievances or arbitration arising out of committee discussions and the adoption of any suggestions remain a management prerogative.

No overtime or compensatory time will be granted to Union members who attend committee meetings.

**Section 3 – Jury Duty.**

An employee who is required to report for and/or perform jury duty as prescribed by applicable law, for each day on which the report for and/or performance of jury duty is made, shall be paid the difference between what they receive from the Court as daily jury duty fees and what they would have earned from the Employer for eight (8) hours of pay at their 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 for two (2) or more hours, unless such employee does so return to work.

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

this provision.

In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that they were 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 they claim payment.

**Section 4 – Loss or Damage of City Property.**

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

**Section 5 – Uniforms.**

The Employer will provide winter and summer uniforms where required. The Employer will also provide storage facilities at the work site.

**Section 6 – Loss, Revocation, Suspension or Non-renewal of Required License.**

An employee unable to perform his/her present job due to the loss of a required license through being physically lost, revoked, suspended, not renewed etc., shall report such loss immediately to his or her supervisor or other management representative. "Immediately" is defined as the beginning of the employee's first available shift after the date the license was lost, revoked, suspended or not renewed. Failure to report such loss, revocation, suspension, or nonrenewal may result in severe disciplinary action up to and including discharge. Discipline under this section shall be appealable under Article 7 or 8 as provided for in Article 8 of this contract. For an employee who is unable to perform his or her job due to the loss, revocation, suspension, or non-renewal of a required license, the following shall apply:

- a. Providing this is the first (1<sup>st</sup>) instance of an employee losing his or her license while employed by the City, he or she shall be placed on an unpaid leave of absence for a maximum period of one (1) year and may

be returned from such a leave only in accordance with the following subsections.

- b. An employee who has been placed on a leave of absence in accordance with subsection (a) and who provides evidence to the City in writing, within sixty (60) days of the date he or she lost the required license, that he or she has reacquired his or her required license shall be allowed to return to his or her former position.
- c. An employee who has been placed on a leave of absence in accordance with subsection (a) and who provides evidence to the City in writing, between sixty (60) days and one (1) year from the date he or she lost the required license, that he or she has reacquired his or her required license shall be allowed to return to a vacant bargaining unit position which remains vacant after completion of the bidding process and for which such employee is qualified.
- d. Employees who have not been returned to work within one (1) year from the date they lost a required license and employees for whom the current loss of a license is not the first (1<sup>st</sup>) instance of losing their required license while employed by the City shall be separated from employment with the City.

**Section 7 – Alcohol and Drug Testing.**

The City of Ann Arbor and AFSCME Local 369 agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. In addition, both parties acknowledge that the Federal Drug-Free Workplace Act of 1988, which is applicable to the City of Ann Arbor, provides that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

prohibited in the workplace. Specific rules which deal with this law specifically and with the use of alcohol, illegal drugs, and other substances generally are contained in the City's Human Resources Policies and Procedures.

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

1. While the principle of "just cause" provided for in Article 8 of this Agreement applies to employees found to be in violation of the Federal Drug-Free Workplace Act of 1988, or the Federal Omnibus Transportation Employees Testing Act of 1991, the parties agree that such employees shall be subject to severe disciplinary action up to and including discharge (minimum five consecutive regular work days off without pay) under the City's progressive disciplinary rules in the City's Human Resources Policies and Procedures. An employee who, in the past two (2) years, has received progressive discipline of a one day suspension or less shall not be discharged for a first offence of a positive result on an alcohol and/or controlled substance test(s).
2. The parties agree that an employee who refuses to submit to a drug or alcohol test, or who otherwise engages in conduct which clearly obstructs the testing process, is subject to disciplinary action in addition to

whatever consequences may result from such conduct under applicable law.

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

4. As provided for in the Act, an employee may request that a split drug sample be tested if the first sample results in a positive finding. The cost of such split sample shall be the responsibility of the employee unless the second test reverses the initial positive finding.

5. While on duty employees shall be paid for time spent for the administration of alcohol and controlled substances testing, including overtime. This does not apply to follow up testing while suspended.

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

7. In any case where the City notifies an employee that disciplinary action is pending and the employee has not been suspended from work, it shall make a reasonable effort to assign such employee to duties within such employee's job description which does not require the performance of a Safety-Sensitive function.

8. An employee may be suspended from work pending investigation



of possible disciplinary action under this article for up to three (3) days with pay. However, if disciplinary time off is assessed, these three days may be converted to disciplinary time off without pay.

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

10. The City shall provide the Union with a list of employees who are subject to CDL alcohol and drug testing. Such list shall be updated on a monthly basis including additions and deletions from the list.

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

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

13. A leave of absence shall be allowed for treatment on an in-patient or out-patient basis. Employees participating in rehabilitation programs shall be entitled to use their accumulated accrued leave time. Provided, however, nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA, or other relevant laws.

14. Once an employee has served the disciplinary time off as defined in the Collective Bargaining Agreement, the employee may be eligible to use paid time off under the following circumstances:

- a. The employee has scheduled the initial meeting and met with the Substance Abuse Professional (SAP); and
- b. The employee has scheduled all and completed at least one method of treatment as imposed by the SAP.

**OR**

- c. The employee has completed treatment and has been going to follow up drug and/or alcohol testing and has not been able to provide a negative screen, but the drug and/or alcohol levels decrease with each screen.

If these circumstances exist, an employee will be granted, upon request, the use of his or her personal, vacation and compensatory time off up to a total of paid time used equal to fifteen (15) days. A day shall be defined as the length of one's regular shift. The use of such time shall be used in the order of vacation first, compensatory second and personal time last. If a holiday occurs during the time the employee is unable to return to work, he or she will not be eligible for Holiday benefit pay. The employee may elect to use paid leave time for those holidays.

If an employee elects to use paid leave time the following conditions apply:

- a. The employee must accept and provide proof of attending the first available treatment appointments as imposed by the SAP; and
- b. The employee must be available within 24 hours for follow up drug

- and/or alcohol testing at the discretion of the City; and
- c. The subsequent drug and/or alcohol testing levels must show a normally expected decrease in the amount of substance in the employee's system, as determined by the Medical Review Officer (MRO).

If the employee violates any of these conditions described herein, he or she will immediately lose his or her eligibility to use paid leave time and will be subject to disciplinary action up to and including discharge.

**Section 8 – Waiver Clause.**

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

**Section 9 – Provision Found to be Contrary to Law.**

If, during the life of the Contract, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract shall not be affected thereby. In the event any provisions herein

contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

**Section 10 – Prior Agreements and Understandings.**

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

**Section 11 – Termination and Modification.**

This Contract shall continue in full force and effect until 11:59 p.m. on June 30, 2011. If either party desires to modify or change this contract, it shall follow the procedure for negotiations as set forth in the paragraph entitled “Duration of Contract”.

**ARTICLE 34 – DURATION OF CONTRACT**

This Contract shall become effective as of the date of ratification by the Union and approval by City Council, (June 18, 2007), except as otherwise specified in this agreement, and shall remain in full force and effect until 11:59 p.m., June 30, 2011, 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 date of any subsequent automatic renewal period of its intention to amend, modify or terminate this contract.

**ARTICLE 35 – SUPPLEMENTAL AGREEMENTS**

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

**ARTICLE 36 – 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) days from reasonable knowledge of the time the Employer first failed to give him/her such work, the employee may file a grievance under the grievance procedure, and if successful in the grievance, the Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

**ARTICLE 37 – COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the applicable rate.



**ARTICLE 38 – PAY CHECKS**

- a. If a regular payday falls during an employee's vacation and he/she is to be on vacation for one (1) week or longer, he/she will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City's Payroll Section for his/her check five (5) working days before leaving, if he/she desires to receive it in advance. The check shall be given to the employee on the employee's last work day before going on vacation.
  
- b. The Employer endorses the principle that employee's paychecks are to be handled with appropriate discretion and that deductions there from are not to be unnecessarily divulged to other employees.
  
- c. The City is granted the right to withhold wage overpayments from individual employee's subsequent pay. The amount to be deducted per paycheck is limited to the amount of the overpayment per paycheck. In cases where the amount to be deducted would cause an undue hardship, another mutually agreeable arrangement may be made.

**ARTICLE 39 – UNEMPLOYMENT COMPENSATION**

Unemployment compensation shall be paid under the provisions of the State law.

**ARTICLE 40 – CERTIFICATION PREMIUM PAY**

Employees in the classifications as noted in Appendix B will be entitled to Certification Premium Pay as listed in the pay ranges and documented within the position descriptions and progression models. Additional Certification Premium Pay may be added to the position descriptions and progression models if agreed to between the Employer and the Union.

## ARTICLE 41 – APPENDICES

The following appendices are incorporated and made a part of this Contract, and any changes are subject to negotiation.

### **Appendix A. Pensions**

The pension ordinance, as adopted by City Council, with amendments through the effective date of this agreement, is herewith incorporated and made a part of this Contract. The most recent negotiated improvements to the pensions applicable to AFSCME members, made effective November 3, 1999 were as follows:

Regular Retirement - Age 60 years with 5 years of service, or effective July 1, 2001, age 50 with 25 years of service. This is a permanent change in the age and service requirements for non-sworn (general) employees.

Early Retirement - A member may retire early with 20 years of service but not prior to age 50. The early retirement reduction factor is 0.33% for each month or fraction of a month that they retire prior to their regular retirement date, 3.96% per year.

### Benefit Improvements:

1. Single rate benefit calculations of 2.50% times final average compensation, times years of service.
2. Five percent (5%) contribution on total compensation.
3. Reduction of the number of years from 5 to 3 on which final average compensation is calculated.
4. Make post retirement benefit increase adjustments if declared by the Retirement

Board, to retirees/beneficiaries who have been receiving a retirement benefit for at least twelve (12) months.

**Appendix B. Classification and Pay Ranges**

**Appendix C. Health Care Waiver**

**Appendix D. Dental Benefits**

**Appendix E. Summary of Benefits**

**Appendix F. Pay Scales**

**APPENDIX B - CLASSIFICATION AND PAY RANGES**

CLASS CODE	CLASS TITLE	PROGRESSION LEVEL	PAY RANGE
<b>CLERICAL, ADMINISTRATIVE AND FISCAL</b>			
	Administrative Support Specialist		
110014		I	10
110024		II	12
110034		III	16
110044		IV	21
110054		V	24
110100	Clerk Typist I		05
110500	AFSCME President		33
<b>ASSESSMENT AND COLLECTION</b>			
119180	Real Property Appraiser I		24.5
119181	Real Property Appraiser I (certification premium pay)		24.5 cp
<b>ENGINEERING</b>			
	Civil Engineering Specialist		
112014		III	26
112024		IV	30
112034		V	33
112010	Engineering Technician I		16
112011	Engineering Technician I (certification premium pay)		16 cp
112020	Engineering Technician II		20
112021	Engineering Technician II (certification premium pay)		20 cp
112030	Engineering Technician III		24
112031	Engineering Technician III (certification premium pay)		24 cp
112040	Engineering Technician IV		28
112041	Engineering Technician IV (certification premium pay)		28 cp
112060	Draftsperson I		16
112050	Draftsperson II		20
112210	Draftsperson III		24
112110	Operations Specialist		23
112100	Senior Surveyor		28

**APPENDIX B**

CLASS CODE	CLASS TITLE	PROGRESSION LEVEL	PAY RANGE
<b>INSPECTION SERVICES</b>			
114050	Housing Rehabilitation Specialist I		26
114051	Housing Rehabilitation Specialist I (certification premium pay)		26 cp
114060	Housing Rehabilitation Specialist II		30
114070	CD Housing Relocation Specialist		22
114420	Land Development Coordinator		27
114421	Land Development Coordinator (certification premium pay) Development Services Inspector		27 cp
110534		III	28
110544		IV	31
110554		V	33
110555		V (with certification premium pay)	33 cp
<b>LABOR SUPERVISION AND TRADES</b>			
116040	Maintenance Worker		16
<b>SOCIAL SERVICES</b>			
119010	Section 8 Coordinator		19
119050	Program Specialist		17
119170	Public Housing Specialist		19
119171	Public Housing Specialist (certification premium pay)		19 cp
<b>SOLID WASTE, STREETS, REFUSE AND UTILITIES</b>			
116450	Utilities Serviceperson I		18
116480	Water Meter Repairperson II Field Operations Technician – Infrastructure Systems		22
112804		I	18
112814		II	20
112824		III	22
112834		IV	24
112844		V	27
112845		V (with certification premium pay)	27 cp

**APPENDIX B**

CLASS CODE	CLASS TITLE	PROGRESSION LEVEL	PAY RANGE
	Water Utility Technician		
117400		I	19
117401		I (with certification premium pay)	19 cp
117410		II	21
117411		II (with certification premium pay)	21 cp
117420		III	23
117421		III (with certification premium pay)	23 cp
117430		IV	25
117431		IV (with certification premium pay)	25 cp
117440		V	28
117441		V (with certification premium pay)	28 cp
	Electrical and Control Technician		
116234		III	28
116244		IV	31
116254		V	33
116160	Scalemaster		13

**TRAFFIC AND PARKING FACILITY**

	Field Operations Technician – Communication Systems		
112704		I	20
112714		II	22
112724		III	25
112734		IV	29
112744		V	31

**PARKS AND RECREATION**

112830	Forestry Groundsperson I		17
112840	Forestry Groundsperson II		18
112850	Tree Trimmer I		18
112851	Tree Trimmer I (certification premium pay)		18 cp
117200	Grounds Specialist		22
117201	Grounds Specialist (certification premium)		22 cp



pay)

**APPENDIX B**

CLASS CODE	CLASS TITLE	PROGRESSION LEVEL	PAY RANGE
	Field Operations Technician – Forestry and Facilities		
112754		I	18
112764		II	20
112774		III	22
112784		IV	24
112794		V	27

**PLANT OPERATIONS AND MAINTENANCE**

	Environmental Lab Analyst		
110334		III	25
110344		IV	28
110354		V	32
	Vehicle and Equipment Technician		
110104		III	22
110105		III (with certification premium pay)	22cp
110114		IV	26
110115		IV (with certification premium pay)	26cp
110124		V	31
110125		V (with certification premium pay)	31cp
117450	Procurement Coordinator		20
117451	Procurement Coordinator (certification premium pay)		20cp
	Facilities Maintenance Technician		
110204		I	14
110214		II	16
110224		III	18
110234		IV	22
110244		V	25

**PLANNING**

	City Planner		
110434		III	26
110444		IV	29
110454		V	33 cp

**APPENDIX B**

CLASS CODE	CLASS TITLE	PROGRESSION LEVEL	PAY RANGE
<b>PARKING ENFORCEMENT</b>			
618550	Parking Enforcement Officer I		20 (REDLN)
	Community Standards Officer		
118504		I	14
118514		II	16
118524		III	18
118534		IV	20
118544		V	23
<b>COMMUNITY TELEVISION NETWORK</b>			
119240	Facility Assistant		10
110270	Program Assistant		10
110520	Producer		16
110530	Training & Facility Coordinator		16
110510	Programmer		14

**APPENDIX B**

City Wide Reorganization as referenced in Article 1, Section 1

<b><u>Historical</u></b>	<b><u>Current as of 7/1/2006</u></b>
<b>Building</b>	
Building Services	CS: Planning & Development Unit
Code Enforcement	CS: Planning & Development Unit
Historic Preservation	CS: Planning & Development Unit
Housing Bureau	CS: Planning & Development Unit
Appeal Boards	CS: Planning & Development Unit
<b>Solid Waste</b>	PS: Field Operations
Clean Communities	SS: Police
<b>Parks and Recreation</b>	
Recreation Facilities	CS: Parks & Recreation Unit
Park Ops and Maintenance	PS: Field Operations
Forestry	PS: Field Operations
Natural Area Preservation	PS: Field Operations
Park Planning	CS: Parks & Recreation Unit
Park and Rec Boards	CS: Parks & Recreation Unit
<b>Community Development</b>	CS: Office of Community Development
Human Services	
Housing Services	
Housing Rehabilitation	
Board Support	
<b>Water Utilities</b>	
Wastewater Treatment Plant	PS: Wastewater Treatment Services
Water Treatment Plant	PS: Water Treatment Services
Systems Planning	PS: Systems Planning
Customer Service	PS: Customer Service & Call Center
<b>Finance</b>	
Financial Planning	FAS: Financial & Budget Planning Unit
Accounting	FAS: Accounting/Payroll Unit
Assessor	FAS: Assessor Unit
Treasury	FAS: Treasury Unit
Strategic Planning	FAS: Financial & Budget Planning Unit
Purchasing	FAS: Procurement Unit
	FAS: Information Technology Unit
<b>Administrative Services</b>	
Facility Maintenance and Operations	Facility Maintenance and Operations
Telecommunications	
<b>City Clerk</b>	AS: Clerk Services Unit
Elections	AS: Clerk Services Unit
Permits	AS: Clerk Services Unit
Records	AS: Clerk Services Unit
CC Meeting Support	AS: Clerk Services Unit
CTN – Public Info Services	AS: Communications

<u>Historical</u>	<u>Current as of 7/1/2006</u>
<b>Planning</b>	CS: Planning & Development Unit
Master Planning Services	
Development Review	
Planning Commission	
<b>Public Services</b>	
Project Management	PS: Project Management
Field Operations	PS: Field Operations
Engineering	PS: Project Management
Fleet	PS: Fleet & Facility Maintenance
<b>Housing Commission</b>	Housing Commission

## APPENDIX C – HEALTH CARE WAIVER PROGRAM

### APPENDIX C - HEALTH COVERAGE 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 on the last day of the calendar quarter to be eligible for payment.

**Amount of Payment:** In return, the employee will receive a \$2,000.00 (\$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 consist of four quarterly payments of up to \$500.00 as follows:

Quarter 1 (July-September)	1 <sup>st</sup> pay in October
Quarter 2 (October-December)	1 <sup>st</sup> pay in January
Quarter 3 (January-March)	1 <sup>st</sup> pay in April
Quarter 4 (April-June)	1 <sup>st</sup> pay in July

If an employee enters the program during a quarter, the payment will be prorated by month.

**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 an employee re-enters coverage under the city's programs during a quarter, then the employee will receive payment for the full month(s) of non-participation. If a payment has been made to an employee by the City for a period in which such employee re-enters coverage under the City's programs, then the employee must repay the City a prorated amount for those month(s) of resumed coverage.

## APPENDIX D - DENTAL BENEFITS

### 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 – Extraction 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 three (3) 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.

Please refer to the Delta Dental Certificate for further plan details.

## APPENDIX E – SUMMARY OF BENEFITS

City of Ann Arbor  
American Federation of State, County and Municipal Employees, AFL-CIO, Local 369

### APPENDIX G – Health Care Plan Provisions

Plan Provision	Effective July 1, 2007
<b>Per Person In-Network Deductibles</b>	
July 1, 2007	\$150 / covered individual
July 1, 2008	\$175 / covered individual
July 1, 2009	\$200 / covered individual
July 1, 2010	\$225 / covered individual
<b>Per Person Out-of-Network Deductibles</b>	
July 1, 2007	\$300 / covered individual
July 1, 2008	\$300 / covered individual
July 1, 2009	\$350 / covered individual
July 1, 2010	\$350 / covered individual
<b>Routine Office Visit / Urgent Care Copayments</b>	
July 1, 2007	\$10
July 1, 2009	\$15
<b>Chiropractic Copayments as of July 1, 2007</b>	
	\$15
<b>Prescriptions 30 Days Generic / Brand</b>	
	\$10 / \$25
<b>Mandatory Mail Order Maint. Rx 90 Days</b>	
	\$10 / \$25

**APPENDIX F: PAY SCALES**

Effective 7/1/07

	<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>Range 5</b>	\$28,080.00	\$31,470.40	\$32,094.40	\$32,822.40	\$33,404.80	\$34,132.80
	\$1,080.00	\$1,210.40	\$1,234.40	\$1,262.40	\$1,284.80	\$1,312.80
	\$13.50	\$15.13	\$15.43	\$15.78	\$16.06	\$16.41
<b>Range 6</b>	\$28,787.20	\$32,094.40	\$32,822.40	\$33,404.80	\$34,132.80	\$34,819.20
	\$1,107.20	\$1,234.40	\$1,262.40	\$1,284.80	\$1,312.80	\$1,339.20
	\$13.84	\$15.43	\$15.78	\$16.06	\$16.41	\$16.74
<b>Range 7</b>	\$29,390.40	\$32,822.40	\$33,404.80	\$34,132.80	\$34,819.20	\$35,630.40
	\$1,130.40	\$1,262.40	\$1,284.80	\$1,312.80	\$1,339.20	\$1,370.40
	\$14.13	\$15.78	\$16.06	\$16.41	\$16.74	\$17.13
<b>Range 7CP*</b>	\$30,118.40	\$33,612.80	\$34,278.40	\$34,985.60	\$35,692.80	\$36,545.60
	\$1,158.40	\$1,292.80	\$1,318.40	\$1,345.60	\$1,372.80	\$1,405.60
	\$14.48	\$16.16	\$16.48	\$16.82	\$17.16	\$17.57
<b>Range 8</b>	\$30,118.40	\$33,404.80	\$34,132.80	\$34,819.20	\$35,630.40	\$36,316.80
	\$1,158.40	\$1,284.80	\$1,312.80	\$1,339.20	\$1,370.40	\$1,396.80
	\$14.48	\$16.06	\$16.41	\$16.74	\$17.13	\$17.46
<b>Range 8.5</b>	\$30,284.80	\$33,529.60	\$34,278.40	\$35,027.20	\$35,838.40	\$36,483.20
	\$1,164.80	\$1,289.60	\$1,318.40	\$1,347.20	\$1,378.40	\$1,403.20
	\$14.56	\$16.12	\$16.48	\$16.84	\$17.23	\$17.54
<b>Range 8CP*</b>	\$30,888.00	\$34,278.40	\$34,985.60	\$35,692.80	\$36,545.60	\$37,211.20
	\$1,188.00	\$1,318.40	\$1,345.60	\$1,372.80	\$1,405.60	\$1,431.20
	\$14.85	\$16.48	\$16.82	\$17.16	\$17.57	\$17.89
<b>Range 9</b>	\$30,846.40	\$34,132.80	\$34,819.20	\$35,630.40	\$36,316.80	\$37,190.40
	\$1,186.40	\$1,312.80	\$1,339.20	\$1,370.40	\$1,396.80	\$1,430.40
	\$14.83	\$16.41	\$16.74	\$17.13	\$17.46	\$17.88



<b>Effective 7/1/07</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>Range 9.5</b>	\$31,012.80	\$34,278.40	\$35,027.20	\$35,838.40	\$36,483.20	\$37,315.20
	\$1,192.80	\$1,318.40	\$1,347.20	\$1,378.40	\$1,403.20	\$1,435.20
	\$14.91	\$16.48	\$16.84	\$17.23	\$17.54	\$17.94
<b>Range 9CP*</b>	\$31,636.80	\$34,985.60	\$35,692.80	\$36,545.60	\$37,211.20	\$38,105.60
	\$1,216.80	\$1,345.60	\$1,372.80	\$1,405.60	\$1,431.20	\$1,465.60
	\$15.21	\$16.82	\$17.16	\$17.57	\$17.89	\$18.32
<b>Range 10</b>	\$31,470.40	\$34,819.20	\$35,630.40	\$36,316.80	\$37,190.40	\$37,939.20
	\$1,210.40	\$1,339.20	\$1,370.40	\$1,396.80	\$1,430.40	\$1,459.20
	\$15.13	\$16.74	\$17.13	\$17.46	\$17.88	\$18.24
<b>Range 11</b>	\$32,177.60	\$35,630.40	\$36,316.80	\$37,190.40	\$37,939.20	\$38,792.00
	\$1,237.60	\$1,370.40	\$1,396.80	\$1,430.40	\$1,459.20	\$1,492.00
	\$15.47	\$17.13	\$17.46	\$17.88	\$18.24	\$18.65
<b>Range 12</b>	\$33,009.60	\$36,316.80	\$37,190.40	\$37,939.20	\$38,792.00	\$39,686.40
	\$1,269.60	\$1,396.80	\$1,430.40	\$1,459.20	\$1,492.00	\$1,526.40
	\$15.87	\$17.46	\$17.88	\$18.24	\$18.65	\$19.08
<b>Range 12CP*</b>	\$33,841.60	\$37,211.20	\$38,105.60	\$38,875.20	\$39,790.40	\$40,664.00
	\$1,301.60	\$1,431.20	\$1,465.60	\$1,495.20	\$1,530.40	\$1,564.00
	\$16.27	\$17.89	\$18.32	\$18.69	\$19.13	\$19.55
<b>Range 13</b>	\$33,758.40	\$37,190.40	\$37,939.20	\$38,792.00	\$39,686.40	\$40,518.40
	\$1,298.40	\$1,430.40	\$1,459.20	\$1,492.00	\$1,526.40	\$1,558.40
	\$16.23	\$17.88	\$18.24	\$18.65	\$19.08	\$19.48
<b>Range 13CP*</b>	\$34,569.60	\$38,105.60	\$38,875.20	\$39,790.40	\$40,664.00	\$41,516.80
	\$1,329.60	\$1,465.60	\$1,495.20	\$1,530.40	\$1,564.00	\$1,596.80
	\$16.62	\$18.32	\$18.69	\$19.13	\$19.55	\$19.96
<b>Range 14</b>	\$34,548.80	\$37,939.20	\$38,792.00	\$39,686.40	\$40,518.40	\$41,454.40
	\$1,328.80	\$1,459.20	\$1,492.00	\$1,526.40	\$1,558.40	\$1,594.40
	\$16.61	\$18.24	\$18.65	\$19.08	\$19.48	\$19.93

<b>Effective 7/1/07</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>Range 14CP*</b>	\$35,422.40	\$38,875.20	\$39,790.40	\$40,664.00	\$41,516.80	\$42,452.80
	\$1,362.40	\$1,495.20	\$1,530.40	\$1,564.00	\$1,596.80	\$1,632.80
	\$17.03	\$18.69	\$19.13	\$19.55	\$19.96	\$20.41
<b>Range 15</b>	\$35,276.80	\$38,792.00	\$39,686.40	\$40,518.40	\$41,454.40	\$42,348.80
	\$1,356.80	\$1,492.00	\$1,526.40	\$1,558.40	\$1,594.40	\$1,628.80
	\$16.96	\$18.65	\$19.08	\$19.48	\$19.93	\$20.36
<b>Range 16</b>	\$36,150.40	\$39,686.40	\$40,518.40	\$41,454.40	\$42,348.80	\$43,347.20
	\$1,390.40	\$1,526.40	\$1,558.40	\$1,594.40	\$1,628.80	\$1,667.20
	\$17.38	\$19.08	\$19.48	\$19.93	\$20.36	\$20.84
<b>Range 16CP*</b>	\$37,024.00	\$40,664.00	\$41,516.80	\$42,452.80	\$43,409.60	\$44,449.60
	\$1,424.00	\$1,564.00	\$1,596.80	\$1,632.80	\$1,669.60	\$1,709.60
	\$17.80	\$19.55	\$19.96	\$20.41	\$20.87	\$21.37
<b>Range 17</b>	\$37,024.00	\$40,518.40	\$41,454.40	\$42,348.80	\$43,347.20	\$44,408.00
	\$1,424.00	\$1,558.40	\$1,594.40	\$1,628.80	\$1,667.20	\$1,708.00
	\$17.80	\$19.48	\$19.93	\$20.36	\$20.84	\$21.35
<b>Range 17.5</b>	\$34,819.20	\$39,915.20	\$40,996.80	\$42,140.80	\$43,347.20	\$44,595.20
	\$1,339.20	\$1,535.20	\$1,576.80	\$1,620.80	\$1,667.20	\$1,715.20
	\$16.74	\$19.19	\$19.71	\$20.26	\$20.84	\$21.44
<b>Range 17CP*</b>	\$37,960.00	\$41,516.80	\$42,452.80	\$43,409.60	\$44,449.60	\$45,489.60
	\$1,460.00	\$1,596.80	\$1,632.80	\$1,669.60	\$1,709.60	\$1,749.60
	\$18.25	\$19.96	\$20.41	\$20.87	\$21.37	\$21.87
<b>Range 18</b>	\$37,897.60	\$41,454.40	\$42,348.80	\$43,347.20	\$44,408.00	\$45,427.20
	\$1,457.60	\$1,594.40	\$1,628.80	\$1,667.20	\$1,708.00	\$1,747.20
	\$18.22	\$19.93	\$20.36	\$20.84	\$21.35	\$21.84
<b>Range 18.5</b>	\$35,796.80	\$40,996.80	\$42,140.80	\$43,347.20	\$44,595.20	\$45,718.40
	\$1,376.80	\$1,576.80	\$1,620.80	\$1,667.20	\$1,715.20	\$1,758.40
	\$17.21	\$19.71	\$20.26	\$20.84	\$21.44	\$21.98

<b>Effective 7/1/07</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>Range 18CP*</b>	\$38,833.60	\$42,452.80	\$43,409.60	\$44,449.60	\$45,489.60	\$46,529.60
	\$1,493.60	\$1,632.80	\$1,669.60	\$1,709.60	\$1,749.60	\$1,789.60
	\$18.67	\$20.41	\$20.87	\$21.37	\$21.87	\$22.37
<b>Range 19</b>	\$38,792.00	\$42,348.80	\$43,347.20	\$44,408.00	\$45,427.20	\$46,342.40
	\$1,492.00	\$1,628.80	\$1,667.20	\$1,708.00	\$1,747.20	\$1,782.40
	\$18.65	\$20.36	\$20.84	\$21.35	\$21.84	\$22.28
<b>Range 19CP*</b>	\$39,790.40	\$43,409.60	\$44,449.60	\$45,489.60	\$46,529.60	\$47,569.60
	\$1,530.40	\$1,669.60	\$1,709.60	\$1,749.60	\$1,789.60	\$1,829.60
	\$19.13	\$20.87	\$21.37	\$21.87	\$22.37	\$22.87
<b>Range 20</b>	\$39,707.20	\$43,347.20	\$44,408.00	\$45,427.20	\$46,342.40	\$47,403.20
	\$1,527.20	\$1,667.20	\$1,708.00	\$1,747.20	\$1,782.40	\$1,823.20
	\$19.09	\$20.84	\$21.35	\$21.84	\$22.28	\$22.79
<b>Range 20.5</b>	\$37,897.60	\$43,347.20	\$44,595.20	\$45,718.40	\$47,008.00	\$48,214.40
	\$1,457.60	\$1,667.20	\$1,715.20	\$1,758.40	\$1,808.00	\$1,854.40
	\$18.22	\$20.84	\$21.44	\$21.98	\$22.60	\$23.18
<b>Range 20CP*</b>	\$40,684.80	\$44,449.60	\$45,489.60	\$46,529.60	\$47,569.60	\$48,588.80
	\$1,564.80	\$1,709.60	\$1,749.60	\$1,789.60	\$1,829.60	\$1,868.80
	\$19.56	\$21.37	\$21.87	\$22.37	\$22.87	\$23.36
<b>Range 21</b>	\$40,684.80	\$44,408.00	\$45,427.20	\$46,342.40	\$47,403.20	\$48,609.60
	\$1,564.80	\$1,708.00	\$1,747.20	\$1,782.40	\$1,823.20	\$1,869.60
	\$19.56	\$21.35	\$21.84	\$22.28	\$22.79	\$23.37
<b>Range 21.5</b>	\$39,062.40	\$44,678.40	\$45,843.20	\$47,112.00	\$48,484.80	\$49,753.60
	\$1,502.40	\$1,718.40	\$1,763.20	\$1,812.00	\$1,864.80	\$1,913.60
	\$18.78	\$21.48	\$22.04	\$22.65	\$23.31	\$23.92
<b>Range 21CP*</b>	\$41,662.40	\$45,489.60	\$46,529.60	\$47,569.60	\$48,588.80	\$49,899.20
	\$1,602.40	\$1,749.60	\$1,789.60	\$1,829.60	\$1,868.80	\$1,919.20
	\$20.03	\$21.87	\$22.37	\$22.87	\$23.36	\$23.99

<b>Effective 7/1/07</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>Range 22</b>	\$41,683.20	\$45,427.20	\$46,342.40	\$47,403.20	\$48,609.60	\$49,753.60
	\$1,603.20	\$1,747.20	\$1,782.40	\$1,823.20	\$1,869.60	\$1,913.60
	\$20.04	\$21.84	\$22.28	\$22.79	\$23.37	\$23.92
<b>Range 22CP*</b>	\$42,744.00	\$46,550.40	\$47,548.80	\$48,588.80	\$49,857.60	\$50,918.40
	\$1,644.00	\$1,790.40	\$1,828.80	\$1,868.80	\$1,917.60	\$1,958.40
	\$20.55	\$22.38	\$22.86	\$23.36	\$23.97	\$24.48
<b>Range 23</b>	\$42,702.40	\$46,342.40	\$47,403.20	\$48,609.60	\$49,753.60	\$50,897.60
	\$1,642.40	\$1,782.40	\$1,823.20	\$1,869.60	\$1,913.60	\$1,957.60
	\$20.53	\$22.28	\$22.79	\$23.37	\$23.92	\$24.47
<b>Range 23CP*</b>	\$43,742.40	\$47,569.60	\$48,588.80	\$49,899.20	\$50,918.40	\$52,208.00
	\$1,682.40	\$1,829.60	\$1,868.80	\$1,919.20	\$1,958.40	\$2,008.00
	\$21.03	\$22.87	\$23.36	\$23.99	\$24.48	\$25.10
<b>Range 24</b>	\$43,742.40	\$47,403.20	\$48,609.60	\$49,753.60	\$50,897.60	\$52,187.20
	\$1,682.40	\$1,823.20	\$1,869.60	\$1,913.60	\$1,957.60	\$2,007.20
	\$21.03	\$22.79	\$23.37	\$23.92	\$24.47	\$25.09
<b>Range 24.5</b>	\$41,142.40	\$47,112.00	\$48,484.80	\$49,753.60	\$51,022.40	\$52,499.20
	\$1,582.40	\$1,812.00	\$1,864.80	\$1,913.60	\$1,962.40	\$2,019.20
	\$19.78	\$22.65	\$23.31	\$23.92	\$24.53	\$25.24
<b>Range 24CP*</b>	\$44,844.80	\$48,588.80	\$49,899.20	\$50,918.40	\$52,208.00	\$53,456.00
	\$1,724.80	\$1,868.80	\$1,919.20	\$1,958.40	\$2,008.00	\$2,056.00
	\$21.56	\$23.36	\$23.99	\$24.48	\$25.10	\$25.70
<b>Range 24.5CP*</b>	\$42,182.40	\$48,297.60	\$49,753.60	\$50,918.40	\$52,332.80	\$53,830.40
	\$1,622.40	\$1,857.60	\$1,913.60	\$1,958.40	\$2,012.80	\$2,070.40
	\$20.28	\$23.22	\$23.92	\$24.48	\$25.16	\$25.88
<b>Range 25</b>	\$44,824.00	\$48,609.60	\$49,753.60	\$50,897.60	\$52,187.20	\$53,372.80
	\$1,724.00	\$1,869.60	\$1,913.60	\$1,957.60	\$2,007.20	\$2,052.80
	\$21.55	\$23.37	\$23.92	\$24.47	\$25.09	\$25.66

<b>Effective 7/1/07</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>Range 25CP*</b>	\$45,926.40	\$49,836.80	\$50,980.80	\$52,166.40	\$53,497.60	\$54,704.00
	\$1,766.40	\$1,916.80	\$1,960.80	\$2,006.40	\$2,057.60	\$2,104.00
	\$22.08	\$23.96	\$24.51	\$25.08	\$25.72	\$26.30
<b>Range 26</b>	\$45,864.00	\$49,753.60	\$50,897.60	\$52,187.20	\$53,372.80	\$54,683.20
	\$1,764.00	\$1,913.60	\$1,957.60	\$2,007.20	\$2,052.80	\$2,103.20
	\$22.05	\$23.92	\$24.47	\$25.09	\$25.66	\$26.29
<b>Range 26CP*</b>	\$47,028.80	\$50,918.40	\$52,208.00	\$53,456.00	\$54,724.80	\$56,014.40
	\$1,808.80	\$1,958.40	\$2,008.00	\$2,056.00	\$2,104.80	\$2,154.40
	\$22.61	\$24.48	\$25.10	\$25.70	\$26.31	\$26.93
<b>Range 27</b>	\$47,091.20	\$50,897.60	\$52,187.20	\$53,372.80	\$54,683.20	\$56,118.40
	\$1,811.20	\$1,957.60	\$2,007.20	\$2,052.80	\$2,103.20	\$2,158.40
	\$22.64	\$24.47	\$25.09	\$25.66	\$26.29	\$26.98
<b>Range 27CP*</b>	\$48,276.80	\$52,208.00	\$53,456.00	\$54,724.80	\$56,014.40	\$57,595.20
	\$1,856.80	\$2,008.00	\$2,056.00	\$2,104.80	\$2,154.40	\$2,215.20
	\$23.21	\$25.10	\$25.70	\$26.31	\$26.93	\$27.69
<b>Range 28</b>	\$48,152.00	\$52,187.20	\$53,372.80	\$54,683.20	\$56,118.40	\$57,553.60
	\$1,852.00	\$2,007.20	\$2,052.80	\$2,103.20	\$2,158.40	\$2,213.60
	\$23.15	\$25.09	\$25.66	\$26.29	\$26.98	\$27.67
<b>Range 28CP*</b>	\$49,358.40	\$53,456.00	\$54,724.80	\$56,014.40	\$57,595.20	\$58,947.20
	\$1,898.40	\$2,056.00	\$2,104.80	\$2,154.40	\$2,215.20	\$2,267.20
	\$23.73	\$25.70	\$26.31	\$26.93	\$27.69	\$28.34
<b>Range 29</b>	\$49,358.40	\$53,372.80	\$54,683.20	\$56,118.40	\$57,553.60	\$58,988.80
	\$1,898.40	\$2,052.80	\$2,103.20	\$2,158.40	\$2,213.62	\$2,268.80
	\$23.73	\$25.66	\$26.29	\$26.98	\$27.67	\$28.36
<b>Range29CP*</b>	\$50,606.40	\$54,683.20	\$56,118.40	\$57,553.60	\$58,988.80	\$60,465.60
	\$1,946.40	\$2,103.20	\$2,158.40	\$2,213.60	\$2,268.80	\$2,325.60
	\$24.33	\$26.29	\$26.98	\$27.67	\$28.36	\$29.07

<b>Effective 7/1/07</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>Range 30</b>	\$50,606.40	\$54,683.20	\$56,118.40	\$57,553.60	\$58,988.80	\$60,465.60
	\$1,946.40	\$2,103.20	\$2,158.40	\$2,213.60	\$2,268.80	\$2,325.60
	\$24.33	\$26.29	\$26.98	\$27.67	\$28.36	\$29.07
<b>Range 30CP*</b>	\$51,875.20	\$56,118.40	\$57,553.60	\$58,988.80	\$60,465.60	\$61,984.00
	\$1,995.20	\$2,158.40	\$2,213.60	\$2,268.80	\$2,325.60	\$2,384.00
	\$24.94	\$26.98	\$27.67	\$28.36	\$29.07	\$29.80
<b>Range 31</b>	\$51,875.20	\$56,118.40	\$57,553.60	\$58,988.80	\$60,465.60	\$61,984.00
	\$1,995.20	\$2,158.40	\$2,213.60	\$2,268.80	\$2,325.60	\$2,384.00
	\$24.94	\$26.98	\$27.67	\$28.36	\$29.07	\$29.80
<b>Range 31CP*</b>	\$53,164.80	\$57,553.60	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20
	\$2,044.80	\$2,213.60	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20
	\$25.56	\$27.67	\$28.36	\$29.07	\$29.80	\$30.54
<b>Range 32</b>	\$53,164.80	\$57,553.60	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20
	\$2,044.80	\$2,213.60	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20
	\$25.56	\$27.67	\$28.36	\$29.07	\$29.80	\$30.54
<b>Range 32CP*</b>	\$54,496.00	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00
	\$2,096.00	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00
	\$26.20	\$28.36	\$29.07	\$29.80	\$30.54	\$31.30
<b>Range 33</b>	\$54,496.00	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00
	\$2,096.00	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00
	\$26.20	\$28.36	\$29.07	\$29.80	\$30.54	\$31.30
<b>Range 33CP*</b>	\$55,868.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00	\$66,726.40
	\$2,148.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00	\$2,566.40
	\$26.86	\$29.07	\$29.80	\$30.54	\$31.30	\$32.08

## Effective 7/1/08

Effective 7/1/08	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Range 5</b>	\$28,080.00	\$31,470.40	\$32,094.40	\$32,822.40	\$33,404.80	\$34,132.80	
	\$1,080.00	\$1,210.40	\$1,234.40	\$1,262.40	\$1,284.80	\$1,312.80	
	\$13.50	\$15.13	\$15.43	\$15.78	\$16.06	\$16.41	
<b>Range 6</b>	\$28,787.20	\$32,094.40	\$32,822.40	\$33,404.80	\$34,132.80	\$34,819.20	
	\$1,107.20	\$1,234.40	\$1,262.40	\$1,284.80	\$1,312.80	\$1,339.20	
	\$13.84	\$15.43	\$15.78	\$16.06	\$16.41	\$16.74	
<b>Range 7</b>	\$29,390.40	\$32,822.40	\$33,404.80	\$34,132.80	\$34,819.20	\$35,630.40	
	\$1,130.40	\$1,262.40	\$1,284.80	\$1,312.80	\$1,339.20	\$1,370.40	
	\$14.13	\$15.78	\$16.06	\$16.41	\$16.74	\$17.13	
<b>Range 7CP*</b>	\$30,118.40	\$33,612.80	\$34,278.40	\$34,985.60	\$35,692.80	\$36,545.60	
	\$1,158.40	\$1,292.80	\$1,318.40	\$1,345.60	\$1,372.80	\$1,405.60	
	\$14.48	\$16.16	\$16.48	\$16.82	\$17.16	\$17.57	
<b>Range 8</b>	\$30,118.40	\$33,404.80	\$34,132.80	\$34,819.20	\$35,630.40	\$36,316.80	
	\$1,158.40	\$1,284.80	\$1,312.80	\$1,339.20	\$1,370.40	\$1,396.80	
	\$14.48	\$16.06	\$16.41	\$16.74	\$17.13	\$17.46	
<b>Range 8.5</b>	\$30,284.80	\$33,529.60	\$34,278.40	\$35,027.20	\$35,838.40	\$36,483.20	
	\$1,164.80	\$1,289.60	\$1,318.40	\$1,347.20	\$1,378.40	\$1,403.20	
	\$14.56	\$16.12	\$16.48	\$16.84	\$17.23	\$17.54	
<b>Range 8CP*</b>	\$30,888.00	\$34,278.40	\$34,985.60	\$35,692.80	\$36,545.60	\$37,211.20	
	\$1,188.00	\$1,318.40	\$1,345.60	\$1,372.80	\$1,405.60	\$1,431.20	
	\$14.85	\$16.48	\$16.82	\$17.16	\$17.57	\$17.89	
<b>Range 9</b>	\$30,846.40	\$34,132.80	\$34,819.20	\$35,630.40	\$36,316.80	\$37,190.40	
	\$1,186.40	\$1,312.80	\$1,339.20	\$1,370.40	\$1,396.80	\$1,430.40	
	\$14.83	\$16.41	\$16.74	\$17.13	\$17.46	\$17.88	
<b>Range 9.5</b>	\$31,012.80	\$34,278.40	\$35,027.20	\$35,838.40	\$36,483.20	\$37,315.20	
	\$1,192.80	\$1,318.40	\$1,347.20	\$1,378.40	\$1,403.20	\$1,435.20	
	\$14.91	\$16.48	\$16.84	\$17.23	\$17.54	\$17.94	
<b>Range 9CP*</b>	\$31,636.80	\$34,985.60	\$35,692.80	\$36,545.60	\$37,211.20	\$38,105.60	
	\$1,216.80	\$1,345.60	\$1,372.80	\$1,405.60	\$1,431.20	\$1,465.60	
	\$15.21	\$16.82	\$17.16	\$17.57	\$17.89	\$18.32	

<b>Effective 7/1/08</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>Range 10</b>	\$31,470.40 \$1,210.40 \$15.13	\$34,819.20 \$1,339.20 \$16.74	\$35,630.40 \$1,370.40 \$17.13	\$36,316.80 \$1,396.80 \$17.46	\$37,190.40 \$1,430.40 \$17.88	\$37,939.20 \$1,459.20 \$18.24	
<b>Range 11</b>	\$32,177.60 \$1,237.60 \$15.47	\$35,630.40 \$1,370.40 \$17.13	\$36,316.80 \$1,396.80 \$17.46	\$37,190.40 \$1,430.40 \$17.88	\$37,939.20 \$1,459.20 \$18.24	\$38,792.00 \$1,492.00 \$18.65	
<b>Range 12</b>	\$33,009.60 \$1,269.60 \$15.87	\$36,316.80 \$1,396.80 \$17.46	\$37,190.40 \$1,430.40 \$17.88	\$37,939.20 \$1,459.20 \$18.24	\$38,792.00 \$1,492.00 \$18.65	\$39,686.40 \$1,526.40 \$19.08	
<b>Range 12CP*</b>	\$33,841.60 \$1,301.60 \$16.27	\$37,211.20 \$1,431.20 \$17.89	\$38,105.60 \$1,465.60 \$18.32	\$38,875.20 \$1,495.20 \$18.69	\$39,790.40 \$1,530.40 \$19.13	\$40,664.00 \$1,564.00 \$19.55	
<b>Range 13</b>	\$33,758.40 \$1,298.40 \$16.23	\$37,190.40 \$1,430.40 \$17.88	\$37,939.20 \$1,459.20 \$18.24	\$38,792.00 \$1,492.00 \$18.65	\$39,686.40 \$1,526.40 \$19.08	\$40,518.40 \$1,558.40 \$19.48	
<b>Range 13CP*</b>	\$34,569.60 \$1,329.60 \$16.62	\$38,105.60 \$1,465.60 \$18.32	\$38,875.20 \$1,495.20 \$18.69	\$39,790.40 \$1,530.40 \$19.13	\$40,664.00 \$1,564.00 \$19.55	\$41,516.80 \$1,596.80 \$19.96	
<b>Range 14</b>	\$34,548.80 \$1,328.80 \$16.61	\$37,939.20 \$1,459.20 \$18.24	\$38,792.00 \$1,492.00 \$18.65	\$39,686.40 \$1,526.40 \$19.08	\$40,518.40 \$1,558.40 \$19.48	\$41,454.40 \$1,594.40 \$19.93	
<b>Range 14CP*</b>	\$35,422.40 \$1,362.40 \$17.03	\$38,875.20 \$1,495.20 \$18.69	\$39,790.40 \$1,530.40 \$19.13	\$40,664.00 \$1,564.00 \$19.55	\$41,516.80 \$1,596.80 \$19.96	\$42,452.80 \$1,632.80 \$20.41	
<b>Range 15</b>	\$35,276.80 \$1,356.80 \$16.96	\$38,792.00 \$1,492.00 \$18.65	\$39,686.40 \$1,526.40 \$19.08	\$40,518.40 \$1,558.40 \$19.48	\$41,454.40 \$1,594.40 \$19.93	\$42,348.80 \$1,628.80 \$20.36	



<b>Effective 7/1/08</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>Range 16</b>	\$36,150.40 \$1,390.40 \$17.38	\$39,686.40 \$1,526.40 \$19.08	\$40,518.40 \$1,558.40 \$19.48	\$41,454.40 \$1,594.40 \$19.93	\$42,348.80 \$1,628.80 \$20.36	\$43,347.20 \$1,667.20 \$20.84	
<b>Range 16CP*</b>	\$37,024.00 \$1,424.00 \$17.80	\$40,664.00 \$1,564.00 \$19.55	\$41,516.80 \$1,596.80 \$19.96	\$42,452.80 \$1,632.80 \$20.41	\$43,409.60 \$1,669.60 \$20.87	\$44,449.60 \$1,709.60 \$21.37	
<b>Range 17</b>	\$37,024.00 \$1,424.00 \$17.80	\$40,518.40 \$1,558.40 \$19.48	\$41,454.40 \$1,594.40 \$19.93	\$42,348.80 \$1,628.80 \$20.36	\$43,347.20 \$1,667.20 \$20.84	\$44,408.00 \$1,708.00 \$21.35	
<b>Range 17.5</b>	\$34,819.20 \$1,339.20 \$16.74	\$39,915.20 \$1,535.20 \$19.19	\$40,996.80 \$1,576.80 \$19.71	\$42,140.80 \$1,620.80 \$20.26	\$43,347.20 \$1,667.20 \$20.84	\$44,595.20 \$1,715.20 \$21.44	
<b>Range 17CP*</b>	\$37,960.00 \$1,460.00 \$18.25	\$41,516.80 \$1,596.80 \$19.96	\$42,452.80 \$1,632.80 \$20.41	\$43,409.60 \$1,669.60 \$20.87	\$44,449.60 \$1,709.60 \$21.37	\$45,489.60 \$1,749.60 \$21.87	
<b>Range 18</b>	\$37,897.60 \$1,457.60 \$18.22	\$41,454.40 \$1,594.40 \$19.93	\$42,348.80 \$1,628.80 \$20.36	\$43,347.20 \$1,667.20 \$20.84	\$44,408.00 \$1,708.00 \$21.35	\$45,427.20 \$1,747.20 \$21.84	
<b>Range 18.5</b>	\$35,796.80 \$1,376.80 \$17.21	\$40,996.80 \$1,576.80 \$19.71	\$42,140.80 \$1,620.80 \$20.26	\$43,347.20 \$1,667.20 \$20.84	\$44,595.20 \$1,715.20 \$21.44	\$45,718.40 \$1,758.40 \$21.98	
<b>Range 18CP*</b>	\$38,833.60 \$1,493.60 \$18.67	\$42,452.80 \$1,632.80 \$20.41	\$43,409.60 \$1,669.60 \$20.87	\$44,449.60 \$1,709.60 \$21.37	\$45,489.60 \$1,749.60 \$21.87	\$46,529.60 \$1,789.60 \$22.37	
<b>Range 19</b>	\$38,792.00 \$1,492.00 \$18.65	\$42,348.80 \$1,628.80 \$20.36	\$43,347.20 \$1,667.20 \$20.84	\$44,408.00 \$1,708.00 \$21.35	\$45,427.20 \$1,747.20 \$21.84	\$46,342.40 \$1,782.40 \$22.28	

<b>Effective 7/1/08</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>Range 19CP*</b>	\$39,790.40 \$1,530.40 \$19.13	\$43,409.60 \$1,669.60 \$20.87	\$44,449.60 \$1,709.60 \$21.37	\$45,489.60 \$1,749.60 \$21.87	\$46,529.60 \$1,789.60 \$22.37	\$47,569.60 \$1,829.60 \$22.87	
<b>Range 20</b>	\$39,707.20 \$1,527.20 \$19.09	\$43,347.20 \$1,667.20 \$20.84	\$44,408.00 \$1,708.00 \$21.35	\$45,427.20 \$1,747.20 \$21.84	\$46,342.40 \$1,782.40 \$22.28	\$47,403.20 \$1,823.20 \$22.79	\$48,588.80 \$1,868.80 \$23.36
<b>Range 20.5</b>	\$37,897.60 \$1,457.60 \$18.22	\$43,347.20 \$1,667.20 \$20.84	\$44,595.20 \$1,715.20 \$21.44	\$45,718.40 \$1,758.40 \$21.98	\$47,008.00 \$1,808.00 \$22.60	\$48,214.40 \$1,854.40 \$23.18	
<b>Range 20CP*</b>	\$40,684.80 \$1,564.80 \$19.56	\$44,449.60 c131*80 \$21.37	\$45,489.60 \$1,749.60 \$21.87	\$46,529.60 \$1,789.60 \$22.37	\$47,569.60 \$1,829.60 \$22.87	\$48,588.80 \$1,868.80 \$23.36	
<b>Range 21</b>	\$40,684.80 \$1,564.80 \$19.56	\$44,408.00 \$1,708.00 \$21.35	\$45,427.20 \$1,747.20 \$21.84	\$46,342.40 \$1,782.40 \$22.28	\$47,403.20 \$1,823.20 \$22.79	\$48,609.60 \$1,869.60 \$23.37	\$49,816.00 \$1,916.00 \$23.95
<b>Range 21.5</b>	\$39,062.40 \$1,502.40 \$18.78	\$44,678.40 \$1,718.40 \$21.48	\$45,843.20 \$1,763.20 \$22.04	\$47,112.00 \$1,812.00 \$22.65	\$48,484.80 \$1,864.80 \$23.31	\$49,753.60 \$1,913.60 \$23.92	
<b>Range 21CP*</b>	\$41,662.40 \$1,602.40 \$20.03	\$45,489.60 \$1749.60 \$21.87	\$46,529.60 \$1,789.60 \$22.37	\$47,569.60 \$1,829.60 \$22.87	\$48,588.80 \$1,868.80 \$23.36	\$49,899.20 \$1,919.20 \$23.99	
<b>Range 22</b>	\$41,683.20 \$1,603.20 \$20.04	\$45,427.20 \$1,747.20 \$21.84	\$46,342.40 \$1,782.40 \$22.28	\$47,403.20 \$1,823.20 \$22.79	\$48,609.60 \$1,869.60 \$23.37	\$49,753.60 \$1,913.60 \$23.92	\$51,001.60 \$1,961.60 \$24.52
<b>Range 22CP*</b>	\$42,744.00 \$1,644.00 \$20.55	\$46,550.40 \$1,790.40 \$22.38	\$47,548.80 \$1,828.80 \$22.86	\$48,588.80 \$1,868.80 \$23.36	\$49,857.60 \$1,917.60 \$23.97	\$50,918.40 \$1,958.40 \$24.48	

<b>Effective 7/1/08</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>Range 23</b>	\$42,702.40 \$1,642.40 \$20.53	\$46,342.40 \$1,782.40 \$22.28	\$47,403.20 \$1,823.20 \$22.79	\$48,609.60 \$1,869.60 \$23.37	\$49,753.60 \$1,913.60 \$23.92	\$50,897.60 \$1,957.60 \$24.47	\$52,166.40 \$2,006.40 \$25.08
<b>Range 23CP*</b>	\$43,742.40 \$1,682.40 \$21.03	\$47,569.60 \$1,829.60 \$22.87	\$48,588.80 \$1,868.80 \$23.36	\$49,899.20 \$1,919.20 \$23.99	\$50,918.40 \$1,958.40 \$24.48	\$52,208.00 \$2,008.00 \$25.10	
<b>Range 24</b>	\$43,742.40 \$1,682.40 \$21.03	\$47,403.20 \$1,823.20 \$22.79	\$48,609.60 \$1,869.60 \$23.37	\$49,753.60 \$1,913.60 \$23.92	\$50,897.60 \$1,957.60 \$24.47	\$52,187.20 \$2,007.20 \$25.09	\$53,497.60 \$2,057.60 \$25.72
<b>Range 24.5</b>	\$41,142.40 \$1,582.40 \$19.78	\$47,112.00 \$1,812.00 \$22.65	\$48,484.80 \$1,864.80 \$23.31	\$49,753.60 \$1,913.60 \$23.92	\$51,022.40 \$1,962.40 \$24.53	\$52,499.20 \$2,019.20 \$25.24	
<b>Range 24CP*</b>	\$44,844.80 \$1,724.80 \$21.56	\$48,588.80 \$1,868.80 \$23.36	\$49,899.20 \$1,919.20 \$23.99	\$50,918.40 \$1,958.40 \$24.48	\$52,208.00 \$2,008.00 \$25.10	\$53,456.00 \$2,056.00 \$25.70	
<b>Range 24.5CP*</b>	\$42,182.40 \$1,622.40 \$20.28	\$48,297.60 \$1,857.60 \$23.22	\$49,753.60 \$1,913.60 \$23.92	\$50,918.40 \$1,958.40 \$24.48	\$52,332.80 \$2,012.80 \$25.16	\$53,830.40 \$2,070.40 \$25.88	
<b>Range 25</b>	\$44,824.00 \$1,724.00 \$21.55	\$48,609.60 \$1,869.60 \$23.37	\$49,753.60 \$1,913.60 \$23.92	\$50,897.60 \$1,957.60 \$24.47	\$52,187.20 \$2,007.20 \$25.09	\$53,372.80 \$2,052.80 \$25.66	\$54,704.00 \$2,104.00 \$26.30
<b>Range 25CP*</b>	\$45,926.40 \$1,766.40 \$22.08	\$49,836.80 \$1,916.80 \$23.96	\$50,980.80 \$1,960.80 \$24.51	\$52,166.40 \$2,006.40 \$25.08	\$53,497.60 \$2,057.60 \$25.72	\$54,704.00 \$2,104.00 \$26.30	\$56,076.80 \$2,156.80 \$26.96
<b>Range 26</b>	\$45,864.00 \$1,764.00 \$22.05	\$49,753.60 \$1,913.60 \$23.92	\$50,897.60 \$1,957.60 \$24.47	\$52,187.20 \$2,007.20 \$25.09	\$53,372.80 \$2,052.80 \$25.66	\$54,683.20 \$2,103.20 \$26.29	\$56,056.00 \$2,156.00 \$26.95

<b>Effective 7/1/08</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>Range 26CP*</b>	\$47,028.80 \$1,808.80 \$22.61	\$50,918.40 \$1,958.40 \$24.48	\$52,208.00 \$2,008.00 \$25.10	\$53,456.00 \$2,056.00 \$25.70	\$54,724.80 \$2,104.80 \$26.31	\$56,014.40 \$2,154.40 \$26.93	\$57,408.00 \$2,208.00 \$27.60
<b>Range 27</b>	\$47,091.20 \$1,811.20 \$22.64	\$50,897.60 \$1,957.60 \$24.47	\$52,187.20 \$2,007.20 \$25.09	\$53,372.80 \$2,052.80 \$25.66	\$54,683.20 \$2,103.20 \$26.29	\$56,118.40 \$2,158.40 \$26.98	\$57,512.00 \$2,212.00 \$27.65
<b>Range 27CP*</b>	\$48,276.80 \$1,856.80 \$23.21	\$52,208.00 \$2,008.00 \$25.10	\$53,456.00 \$2,056.00 \$25.70	\$54,724.80 \$2,104.80 \$26.31	\$56,014.40 \$2,154.40 \$26.93	\$57,595.20 \$2,215.20 \$27.69	\$59,030.40 \$2,270.40 \$28.38
<b>Range 28</b>	\$48,152.00 \$1,852.00 \$23.15	\$52,187.20 \$2,007.20 \$25.09	\$53,372.80 \$2,052.80 \$25.66	\$54,683.20 \$2,103.20 \$26.29	\$56,118.40 \$2,158.40 \$26.98	\$57,553.60 \$2,213.60 \$27.67	\$58,988.80 \$2,268.80 \$28.36
<b>Range 28CP*</b>	\$49,358.40 \$1,898.40 \$23.73	\$53,456.00 \$2,056.00 \$25.70	\$54,724.80 \$2,104.80 \$26.31	\$56,014.40 \$2,154.40 \$26.93	\$57,595.20 \$2,215.20 \$27.69	\$58,947.20 \$2,267.20 \$28.34	\$60,424.00 \$2,324.00 \$29.05
<b>Range 29</b>	\$49,358.40 \$1,898.40 \$23.73	\$53,372.80 \$2,052.80 \$25.66	\$54,683.20 \$2,103.20 \$26.29	\$56,118.40 \$2,158.40 \$26.98	\$57,553.60 \$2,213.60 \$27.67	\$58,988.80 \$2,268.80 \$28.36	\$60,465.60 \$2,325.60 \$29.07
<b>Range 29CP*</b>	\$50,606.40 \$1,946.40 \$24.33	\$54,683.20 \$2,103.20 \$26.29	\$56,118.40 \$2,158.40 \$26.98	\$57,553.60 \$2,213.60 \$27.67	\$58,988.80 \$2,268.80 \$28.36	\$60,465.60 \$2,325.60 \$29.07	
<b>Range 30</b>	\$50,606.40 \$1,946.40 \$24.33	\$54,683.20 \$2,103.20 \$26.29	\$56,118.40 \$2,158.40 \$26.98	\$57,553.60 \$2,213.60 \$27.67	\$58,988.80 \$2,268.80 \$28.36	\$60,465.60 \$2,325.60 \$29.07	
<b>Range 30CP*</b>	\$51,875.20 \$1,995.20 \$24.94	\$56,118.40 \$2,158.40 \$26.98	\$57,553.60 \$2,213.60 \$27.67	\$58,988.80 \$2,268.80 \$28.36	\$60,465.60 \$2,325.60 \$29.07	\$61,984.00 \$2,384.00 \$29.80	

<b>Effective 7/1/08</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>Range 31</b>	\$51,875.20	\$56,118.40	\$57,553.60	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20
	\$1,995.20	\$2,158.40	\$2,213.60	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20
	\$24.94	\$26.98	\$27.67	\$28.36	\$29.07	\$29.80	\$30.54
<b>Range 31CP*</b>	\$53,164.80	\$57,553.60	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00
	\$2,044.80	\$2,213.60	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00
	\$25.56	\$27.67	\$28.36	\$29.07	\$29.80	\$30.54	\$31.30
<b>Range 32</b>	\$53,164.80	\$57,553.60	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00
	\$2,044.80	\$2,213.60	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00
	\$25.56	\$27.67	\$28.36	\$29.07	\$29.80	\$30.54	\$31.30
<b>Range 32CP*</b>	\$54,496.00	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00	
	\$2,096.00	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00	
	\$26.20	\$28.36	\$29.07	\$29.80	\$30.54	\$31.30	
<b>Range 33</b>	\$54,496.00	\$58,988.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00	\$66,726.40
	\$2,096.00	\$2,268.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00	\$2,566.40
	\$26.20	\$28.36	\$29.07	\$29.80	\$30.54	\$31.30	\$32.08
<b>Range 33CP*</b>	\$55,868.80	\$60,465.60	\$61,984.00	\$63,523.20	\$65,104.00	\$66,726.40	\$68,390.40
	\$2,148.80	\$2,325.60	\$2,384.00	\$2,443.20	\$2,504.00	\$2,566.40	\$2,630.40
	\$26.86	\$29.07	\$29.80	\$30.54	\$31.30	\$32.08	\$32.88

## Effective 7/1/09 (3.0%)

<b>Effective 7/1/09</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>Range 5</b>	\$28,922.40 \$1,112.40 \$13.91	\$32,414.51 \$1,246.71 \$15.58	\$33,057.23 \$1,271.43 \$15.89	\$33,807.07 \$1,300.27 \$16.25	\$34,406.94 \$1,323.34 \$16.54	\$35,156.78 \$1,352.18 \$16.90	
<b>Range 6</b>	\$29,650.82 \$1,140.42 \$14.26	\$33,057.23 \$1,271.43 \$15.89	\$33,807.07 \$1,300.27 \$16.25	\$34,406.94 \$1,323.34 \$16.54	\$35,156.78 \$1,352.18 \$16.90	\$35,863.78 \$1,379.38 \$17.24	
<b>Range 7</b>	\$30,272.11 \$1,164.31 \$14.55	\$33,807.07 \$1,300.27 \$16.25	\$34,406.94 \$1,323.34 \$16.54	\$35,156.78 \$1,352.18 \$16.90	\$35,863.78 \$1,379.38 \$17.24	\$36,699.31 \$1,411.51 \$17.64	
<b>Range 7CP*</b>	\$31,021.95 \$1,193.15 \$14.91	\$34,621.18 \$1,331.58 \$16.64	\$35,306.75 \$1,357.95 \$16.97	\$36,035.17 \$1,385.97 \$17.32	\$36,763.58 \$1,413.98 \$17.67	\$37,641.97 \$1,447.77 \$18.10	
<b>Range 8</b>	\$31,021.95 \$1,193.15 \$14.91	\$34,406.94 \$1,323.34 \$16.54	\$35,156.78 \$1,352.18 \$16.90	\$35,863.78 \$1,379.38 \$17.24	\$36,699.31 \$1,411.51 \$17.64	\$37,406.30 \$1,438.70 \$17.98	
<b>Range 8.5</b>	\$31,193.34 \$1,199.74 \$15.00	\$34,535.49 \$1,328.29 \$16.60	\$35,306.75 \$1,357.95 \$16.97	\$36,078.02 \$1,387.62 \$17.35	\$36,913.55 \$1,419.75 \$17.75	\$37,577.70 \$1,445.30 \$18.07	
<b>Range 8CP*</b>	\$31,814.64 \$1,223.64 \$15.30	\$35,306.75 \$1,357.95 \$16.97	\$36,035.17 \$1,385.97 \$17.32	\$36,763.58 \$1,413.98 \$17.67	\$37,641.97 \$1,447.77 \$18.10	\$38,327.54 \$1,474.14 \$18.43	
<b>Range 9</b>	\$31,771.79 \$1,221.99 \$15.27	\$35,156.78 \$1,352.18 \$16.90	\$35,863.78 \$1,379.38 \$17.24	\$36,699.31 \$1,411.51 \$17.64	\$37,406.30 \$1,438.70 \$17.98	\$38,306.11 \$1,473.31 \$18.42	
<b>Range 9.5</b>	\$31,943.18 \$1,228.58 \$15.36	\$35,306.75 \$1,357.95 \$16.97	\$36,078.02 \$1,387.62 \$17.35	\$36,913.55 \$1,419.75 \$17.75	\$37,577.70 \$1,445.30 \$18.07	\$38,434.66 \$1,478.26 \$18.48	
<b>Range 9CP*</b>	\$32,585.90 \$1,253.30 \$15.67	\$36,035.17 \$1,385.97 \$17.32	\$36,763.58 \$1,413.98 \$17.67	\$37,641.97 \$1,447.77 \$18.10	\$38,327.54 \$1,474.14 \$18.43	\$39,248.77 \$1,509.57 \$18.87	

## 3.00%

<b>Effective 7/1/09</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>Range 10</b>	\$32,414.51 \$1,246.71 \$15.58	\$35,863.78 \$1,379.38 \$17.24	\$36,699.31 \$1,411.51 \$17.64	\$37,406.30 \$1,438.70 \$17.98	\$38,306.11 \$1,473.31 \$18.42	\$39,077.38 \$1,502.98 \$18.79	
<b>Range 11</b>	\$33,142.93 \$1,274.73 \$15.93	\$36,699.31 \$1,411.51 \$17.64	\$37,406.30 \$1,438.70 \$17.98	\$38,306.11 \$1,473.31 \$18.42	\$39,077.38 \$1,502.98 \$18.79	\$39,955.76 \$1,536.76 \$19.21	
<b>Range 12</b>	\$33,999.89 \$1,307.69 \$16.35	\$37,406.30 \$1,438.70 \$17.98	\$38,306.11 \$1,473.31 \$18.42	\$39,077.38 \$1,502.98 \$18.79	\$39,955.76 \$1,536.76 \$19.21	\$40,876.99 \$1,572.19 \$19.65	
<b>Range 12CP*</b>	\$34,856.85 \$1,340.65 \$16.76	\$38,327.54 \$1,474.14 \$18.43	\$39,248.77 \$1,509.57 \$18.87	\$40,041.46 \$1,540.06 \$19.25	\$40,984.11 \$1,576.31 \$19.70	\$41,883.92 \$1,610.92 \$20.14	
<b>Range 13</b>	\$34,771.15 \$1,337.35 \$16.72	\$38,306.11 \$1,473.31 \$18.42	\$39,077.38 \$1,502.98 \$18.79	\$39,955.76 \$1,536.76 \$19.21	\$40,876.99 \$1,572.19 \$19.65	\$41,733.95 \$1,605.15 \$20.06	
<b>Range 13CP*</b>	\$35,606.69 \$1,369.49 \$17.12	\$39,248.77 \$1,509.57 \$18.87	\$40,041.46 \$1,540.06 \$19.25	\$40,984.11 \$1,576.31 \$19.70	\$41,883.92 \$1,610.92 \$20.14	\$42,762.30 \$1,644.70 \$20.56	
<b>Range 14</b>	\$35,585.26 \$1,368.66 \$17.11	\$39,077.38 \$1,502.98 \$18.79	\$39,955.76 \$1,536.76 \$19.21	\$40,876.99 \$1,572.19 \$19.65	\$41,733.95 \$1,605.15 \$20.06	\$42,698.03 \$1,642.23 \$20.53	
<b>Range 14CP*</b>	\$36,485.07 \$1,403.27 \$17.54	\$40,041.46 \$1,540.06 \$19.25	\$40,984.11 \$1,576.31 \$19.70	\$41,883.92 \$1,610.92 \$20.14	\$42,762.30 \$1,644.70 \$20.56	\$43,726.38 \$1,681.78 \$21.02	
<b>Range 15</b>	\$36,335.10 \$1,397.50 \$17.47	\$39,955.76 \$1,536.76 \$19.21	\$40,876.99 \$1,572.19 \$19.65	\$41,733.95 \$1,605.15 \$20.06	\$42,698.03 \$1,642.23 \$20.53	\$43,619.26 \$1,677.66 \$20.97	
<b>Range 16</b>	\$37,234.91 \$1,432.11 \$17.90	\$40,876.99 \$1,572.19 \$19.65	\$41,733.95 \$1,605.15 \$20.06	\$42,698.03 \$1,642.23 \$20.53	\$43,619.26 \$1,677.66 \$20.97	\$44,647.62 \$1,717.22 \$21.47	

3.00%

Effective 7/1/09	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Range 16CP*</b>	\$38,134.72 \$1,466.72 \$18.33	\$41,883.92 \$1,610.92 \$20.14	\$42,762.30 \$1,644.70 \$20.56	\$43,726.38 \$1,681.78 \$21.02	\$44,711.89 \$1,719.69 \$21.50	\$45,783.09 \$1,760.89 \$22.01	
<b>Range 17</b>	\$38,134.72 \$1,466.72 \$18.33	\$41,733.95 \$1,605.15 \$20.06	\$42,698.03 \$1,642.23 \$20.53	\$43,619.26 \$1,677.66 \$20.97	\$44,647.62 \$1,717.22 \$21.47	\$45,740.24 \$1,759.24 \$21.99	
<b>Range 17.5</b>	\$35,863.78 \$1,379.38 \$17.24	\$41,112.66 \$1,581.26 \$19.77	\$42,226.70 \$1,624.10 \$20.30	\$43,405.02 \$1,669.42 \$20.87	\$44,647.62 \$1,717.22 \$21.47	\$45,933.06 \$1,766.66 \$22.08	
<b>Range 17CP*</b>	\$39,098.80 \$1,503.80 \$18.80	\$42,762.30 \$1,644.70 \$20.56	\$43,726.38 \$1,681.78 \$21.02	\$44,711.89 \$1,719.69 \$21.50	\$45,783.09 \$1,760.89 \$22.01	\$46,854.29 \$1,802.09 \$22.53	
<b>Range 18</b>	\$39,034.53 \$1,501.33 \$18.77	\$42,698.03 \$1,642.23 \$20.53	\$43,619.26 \$1,677.66 \$20.97	\$44,647.62 \$1,717.22 \$21.47	\$45,740.24 \$1,759.24 \$21.99	\$46,790.02 \$1,799.62 \$22.50	
<b>Range 18.5</b>	\$36,870.70 \$1,418.10 \$17.73	\$42,226.70 \$1,624.10 \$20.30	\$43,405.02 \$1,669.42 \$20.87	\$44,647.62 \$1,717.22 \$21.47	\$45,933.06 \$1,766.66 \$22.08	\$47,089.95 \$1,811.15 \$22.64	
<b>Range 18CP*</b>	\$39,998.61 \$1,538.41 \$19.23	\$43,726.38 \$1,681.78 \$21.02	\$44,711.89 \$1,719.69 \$21.50	\$45,783.09 \$1,760.89 \$22.01	\$46,854.29 \$1,802.09 \$22.53	\$47,925.49 \$1,843.29 \$23.04	
<b>Range 19</b>	\$39,955.76 \$1,536.76 \$19.21	\$43,619.26 \$1,677.66 \$20.97	\$44,647.62 \$1,717.22 \$21.47	\$45,740.24 \$1,759.24 \$21.99	\$46,790.02 \$1,799.62 \$22.50	\$47,732.67 \$1,835.87 \$22.95	
<b>Range 19CP*</b>	\$40,984.11 \$1,576.31 \$19.70	\$44,711.89 \$1,719.69 \$21.50	\$45,783.09 \$1,760.89 \$22.01	\$46,854.29 \$1,802.09 \$22.53	\$47,925.49 \$1,843.29 \$23.04	\$48,996.69 \$1,884.49 \$23.56	
<b>Range 20</b>	\$40,898.42 \$1,573.02 \$19.66	\$44,647.62 \$1,717.22 \$21.47	\$45,740.24 \$1,759.24 \$21.99	\$46,790.02 \$1,799.62 \$22.50	\$47,732.67 \$1,835.87 \$22.95	\$48,825.30 \$1,877.90 \$23.47	\$50,046.46 \$1,924.86 \$24.06



## 3.00%

Effective 7/1/09	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Range 20.5</b>	\$39,034.53 \$1,501.33 \$18.77	\$44,647.62 \$1,717.22 \$21.47	\$45,933.06 \$1,766.66 \$22.08	\$47,089.95 \$1,811.15 \$22.64	\$48,418.24 \$1,862.24 \$23.28	\$49,660.83 \$1,910.03 \$23.88	
<b>Range 20CP*</b>	\$41,905.34 \$1,611.74 \$20.15	\$45,783.09 \$1,760.89 \$22.01	\$46,854.29 \$1,802.09 \$22.53	\$47,925.49 \$1,843.29 \$23.04	\$48,996.69 \$1,884.49 \$23.56	\$50,046.46 \$1,924.86 \$24.06	
<b>Range 21</b>	\$41,905.34 \$1,611.74 \$20.15	\$45,740.24 \$1,759.24 \$21.99	\$46,790.02 \$1,799.62 \$22.50	\$47,732.67 \$1,835.87 \$22.95	\$48,825.30 \$1,877.90 \$23.47	\$50,067.89 \$1,925.69 \$24.07	\$51,310.48 \$1,973.48 \$24.67
<b>Range 21.5</b>	\$40,234.27 \$1,547.47 \$19.34	\$46,018.75 \$1,769.95 \$22.12	\$47,218.50 \$1,816.10 \$22.70	\$48,525.36 \$1,866.36 \$23.33	\$49,939.34 \$1,920.74 \$24.01	\$51,246.21 \$1,971.01 \$24.64	
<b>Range 21CP*</b>	\$42,912.27 \$1,650.47 \$20.63	\$46,854.29 \$1,802.09 \$22.53	\$47,925.49 \$1,843.29 \$23.04	\$48,996.69 \$1,884.49 \$23.56	\$50,046.46 \$1,924.86 \$24.06	\$51,396.18 \$1,976.78 \$24.71	
<b>Range 22</b>	\$42,933.70 \$1,651.30 \$20.64	\$46,790.02 \$1,799.62 \$22.50	\$47,732.67 \$1,835.87 \$22.95	\$48,825.30 \$1,877.90 \$23.47	\$50,067.89 \$1,925.69 \$24.07	\$51,246.21 \$1,971.01 \$24.64	\$52,531.65 \$2,020.45 \$25.26
<b>Range 22CP*</b>	\$44,026.32 \$1,693.32 \$21.17	\$47,946.91 \$1,844.11 \$23.05	\$48,975.26 \$1,883.66 \$23.55	\$50,046.46 \$1,924.86 \$24.06	\$51,353.33 \$1,975.13 \$24.69	\$52,445.95 \$2,017.15 \$25.21	
<b>Range 23</b>	\$43,983.47 \$1,691.67 \$21.15	\$47,732.67 \$1,835.87 \$22.95	\$48,825.30 \$1,877.90 \$23.47	\$50,067.89 \$1,925.69 \$24.07	\$51,246.21 \$1,971.01 \$24.64	\$52,424.53 \$2,016.33 \$25.20	\$53,731.39 \$2,066.59 \$25.83
<b>Range 23CP*</b>	\$45,054.67 \$1,732.87 \$21.66	\$48,996.69 \$1,884.49 \$23.56	\$50,046.46 \$1,924.86 \$24.06	\$51,396.18 \$1,976.78 \$24.71	\$52,445.95 \$2,017.15 \$25.21	\$53,774.24 \$2,068.24 \$25.85	
<b>Range 24</b>	\$45,054.67 \$1,732.87 \$21.66	\$48,825.30 \$1,877.90 \$23.47	\$50,067.89 \$1,925.69 \$24.07	\$51,246.21 \$1,971.01 \$24.64	\$52,424.53 \$2,016.33 \$25.20	\$53,752.82 \$2,067.42 \$25.84	\$55,102.53 \$2,119.33 \$26.49

3.00%

Effective 7/1/09	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Range 24.5</b>	\$42,376.67 \$1,629.87 \$20.37	\$48,525.36 \$1,866.36 \$23.33	\$49,939.34 \$1,920.74 \$24.01	\$51,246.21 \$1,971.01 \$24.64	\$52,553.07 \$2,021.27 \$25.27	\$54,074.18 \$2,079.78 \$26.00	
<b>Range 24CP*</b>	\$46,190.14 \$1,776.54 \$22.21	\$50,046.46 \$1,924.86 \$24.06	\$51,396.18 \$1,976.78 \$24.71	\$52,445.95 \$2,017.15 \$25.21	\$53,774.24 \$2,068.24 \$25.85	\$55,059.68 \$2,117.68 \$26.47	
<b>Range 24.5CP*</b>	\$43,447.87 \$1,671.07 \$20.89	\$49,746.53 \$1,913.33 \$23.92	\$51,246.21 \$1,971.01 \$24.64	\$52,445.95 \$2,017.15 \$25.21	\$53,902.78 \$2,073.18 \$25.91	\$55,445.31 \$2,132.51 \$26.66	
<b>Range 25</b>	\$46,168.72 \$1,775.72 \$22.20	\$50,067.89 \$1,925.69 \$24.07	\$51,246.21 \$1,971.01 \$24.64	\$52,424.53 \$2,016.33 \$25.20	\$53,752.82 \$2,067.42 \$25.84	\$54,973.98 \$2,114.38 \$26.43	\$56,345.12 \$2,167.12 \$27.09
<b>Range 25CP*</b>	\$47,304.19 \$1,819.39 \$22.74	\$51,331.90 \$1,974.30 \$24.68	\$52,510.22 \$2,019.62 \$25.25	\$53,731.39 \$2,066.59 \$25.83	\$55,102.53 \$2,119.33 \$26.49	\$56,345.12 \$2,167.12 \$27.09	\$57,759.10 \$2,221.50 \$27.77
<b>Range 26</b>	\$47,239.92 \$1,816.92 \$22.71	\$51,246.21 \$1,971.01 \$24.64	\$52,424.53 \$2,016.33 \$25.20	\$53,752.82 \$2,067.42 \$25.84	\$54,973.98 \$2,114.38 \$26.43	\$56,323.70 \$2,166.30 \$27.08	\$57,737.68 \$2,220.68 \$27.76
<b>Range 26CP*</b>	\$48,439.66 \$1,863.06 \$23.29	\$52,445.95 \$2,017.15 \$25.21	\$53,774.24 \$2,068.24 \$25.85	\$55,059.68 \$2,117.68 \$26.47	\$56,366.54 \$2,167.94 \$27.10	\$57,694.83 \$2,219.03 \$27.74	\$59,130.24 \$2,274.24 \$28.43
<b>Range 27</b>	\$48,503.94 \$1,865.54 \$23.32	\$52,424.53 \$2,016.33 \$25.20	\$53,752.82 \$2,067.42 \$25.84	\$54,973.98 \$2,114.38 \$26.43	\$56,323.70 \$2,166.30 \$27.08	\$57,801.95 \$2,223.15 \$27.79	\$59,237.36 \$2,278.36 \$28.48
<b>Range 27CP*</b>	\$49,725.10 \$1,912.50 \$23.91	\$53,774.24 \$2,068.24 \$25.85	\$55,059.68 \$2,117.68 \$26.47	\$56,366.54 \$2,167.94 \$27.10	\$57,694.83 \$2,219.03 \$27.74	\$59,323.06 \$2,281.66 \$28.52	\$60,798.40 \$2,338.40 \$29.23
<b>Range 28</b>	\$49,596.56 \$1,907.56 \$23.84	\$53,752.82 \$2,067.42 \$25.84	\$54,973.98 \$2,114.38 \$26.43	\$56,323.70 \$2,166.30 \$27.08	\$57,801.95 \$2,223.15 \$27.79	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21

3.00%

Effective 7/1/09	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Range 28CP*</b>	\$50,839.15 \$1,955.35 \$24.44	\$55,059.68 \$2,117.68 \$26.47	\$56,366.54 \$2,167.94 \$27.10	\$57,694.83 \$2,219.03 \$27.74	\$59,323.06 \$2,281.66 \$28.52	\$60,715.62 \$2,335.22 \$29.19	\$62,236.72 \$2,393.72 \$29.92
<b>Range 29</b>	\$50,839.15 \$1,955.35 \$24.44	\$54,973.98 \$2,114.38 \$26.43	\$56,323.70 \$2,166.30 \$27.08	\$57,801.95 \$2,223.15 \$27.79	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94
<b>Range 29CP*</b>	\$52,124.59 \$2,004.79 \$25.06	\$56,323.70 \$2,166.30 \$27.08	\$57,801.95 \$2,223.15 \$27.79	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	
<b>Range 30</b>	\$52,124.59 \$2,004.79 \$25.06	\$56,323.70 \$2,166.30 \$27.08	\$57,801.95 \$2,223.15 \$27.79	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	
<b>Range 30CP*</b>	\$53,431.46 \$2,055.06 \$25.69	\$57,801.95 \$2,223.15 \$27.79	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	\$63,843.52 \$2,455.52 \$30.69	
<b>Range 31</b>	\$53,431.46 \$2,055.06 \$25.69	\$57,801.95 \$2,223.15 \$27.79	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	\$63,843.52 \$2,455.52 \$30.69	\$65,428.90 \$2,516.50 \$31.46
<b>Range 31CP*</b>	\$54,759.74 \$2,106.14 \$26.33	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	\$63,843.52 \$2,455.52 \$30.69	\$65,428.90 \$2,516.50 \$31.46	\$67,057.12 \$2,579.12 \$32.24
<b>Range 32</b>	\$54,759.74 \$2,106.14 \$26.33	\$59,280.21 \$2,280.01 \$28.50	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	\$63,843.52 \$2,455.52 \$30.69	\$65,428.90 \$2,516.50 \$31.46	\$67,057.12 \$2,579.12 \$32.24
<b>Range 32CP*</b>	\$56,130.88 \$2,158.88 \$26.99	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	\$63,843.52 \$2,455.52 \$30.69	\$65,428.90 \$2,516.50 \$31.46	\$67,057.12 \$2,579.12 \$32.24	
<b>Range 33</b>	\$56,130.88 \$2,158.88 \$26.99	\$60,758.46 \$2,336.86 \$29.21	\$62,279.57 \$2,395.37 \$29.94	\$63,843.52 \$2,455.52 \$30.69	\$65,428.90 \$2,516.50 \$31.46	\$67,057.12 \$2,579.12 \$32.24	\$68,728.19 \$2,643.39 \$33.04

3.00%

<b>Effective 7/1/09</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>Range 33CP*</b>	\$57,544.86	\$62,279.57	\$63,843.52	\$65,428.90	\$67,057.12	\$68,728.19	\$70,442.11
	\$2,213.26	\$2,395.37	\$2,455.52	\$2,516.50	\$2,579.12	\$2,643.39	\$2,709.31
	\$27.67	\$29.94	\$30.69	\$31.46	\$32.24	\$33.04	\$33.87

**3.0%(3.0)**

<b>Effective 07/01/10</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>Range 5</b>	\$29,790.07 \$1,145.77 \$14.32	\$33,386.95 \$1,284.11 \$16.05	\$34,048.95 \$1,309.57 \$16.37	\$34,821.28 \$1,339.28 \$16.74	\$35,439.15 \$1,363.04 \$17.04	\$36,211.49 \$1,392.75 \$17.41	
<b>Range 6</b>	\$30,540.34 \$1,174.63 \$14.68	\$34,048.95 \$1,309.57 \$16.37	\$34,821.28 \$1,339.28 \$16.74	\$35,439.15 \$1,363.04 \$17.04	\$36,211.49 \$1,392.75 \$17.41	\$36,939.69 \$1,420.76 \$17.76	
<b>Range 7</b>	\$31,180.28 \$1,199.24 \$14.99	\$34,821.28 \$1,339.28 \$16.74	\$35,439.15 \$1,363.04 \$17.04	\$36,211.49 \$1,392.75 \$17.41	\$36,939.69 \$1,420.76 \$17.76	\$37,800.29 \$1,453.86 \$18.17	
<b>Range 7CP*</b>	\$31,952.61 \$1,228.95 \$15.36	\$35,659.82 \$1,371.53 \$17.14	\$36,365.95 \$1,398.69 \$17.48	\$37,116.22 \$1,427.55 \$17.84	\$37,866.49 \$1,456.40 \$18.21	\$38,771.23 \$1,491.20 \$18.64	
<b>Range 8</b>	\$31,952.61 \$1,228.95 \$15.36	\$35,439.15 \$1,363.04 \$17.04	\$36,211.49 \$1,392.75 \$17.41	\$36,939.69 \$1,420.76 \$17.76	\$37,800.29 \$1,453.86 \$18.17	\$38,528.49 \$1,481.87 \$18.52	
<b>Range 8.5</b>	\$32,129.14 \$1,235.74 \$15.45	\$35,571.55 \$1,368.14 \$17.10	\$36,365.95 \$1,398.69 \$17.48	\$37,160.36 \$1,429.24 \$17.87	\$38,020.96 \$1,462.34 \$18.28	\$38,705.03 \$1,488.65 \$18.61	
<b>Range 8CP*</b>	\$32,769.08 \$1,260.35 \$15.75	\$36,365.95 \$1,398.69 \$17.48	\$37,116.22 \$1,427.55 \$17.84	\$37,866.49 \$1,456.40 \$18.21	\$38,771.23 \$1,491.20 \$18.64	\$39,477.36 \$1,518.36 \$18.98	
<b>Range 9</b>	\$32,724.95 \$1,258.65 \$15.73	\$36,211.49 \$1,392.75 \$17.41	\$36,939.69 \$1,420.76 \$17.76	\$37,800.29 \$1,453.86 \$18.17	\$38,528.49 \$1,481.87 \$18.52	\$39,455.30 \$1,517.51 \$18.97	
<b>Range 9.5</b>	\$32,901.48 \$1,265.44 \$15.82	\$36,365.95 \$1,398.69 \$17.48	\$37,160.36 \$1,429.24 \$17.87	\$38,020.96 \$1,462.34 \$18.28	\$38,705.03 \$1,488.65 \$18.61	\$39,587.70 \$1,522.60 \$19.03	
<b>Range 9CP*</b>	\$33,563.48 \$1,290.90 \$16.14	\$37,116.22 \$1,427.55 \$17.84	\$37,866.49 \$1,456.40 \$18.21	\$38,771.23 \$1,491.20 \$18.64	\$39,477.36 \$1,518.36 \$18.98	\$40,426.23 \$1,554.86 \$19.44	

**3.0%(3.0)**

<b>Effective 07/01/10</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>Range 10</b>	\$33,386.95 \$1,284.11 \$16.05	\$36,939.69 \$1,420.76 \$17.76	\$37,800.29 \$1,453.86 \$18.17	\$38,528.49 \$1,481.87 \$18.52	\$39,455.30 \$1,517.51 \$18.97	\$40,249.70 \$1,548.07 \$19.35	
<b>Range 11</b>	\$34,137.22 \$1,312.97 \$16.41	\$37,800.29 \$1,453.86 \$18.17	\$38,528.49 \$1,481.87 \$18.52	\$39,455.30 \$1,517.51 \$18.97	\$40,249.70 \$1,548.07 \$19.35	\$41,154.43 \$1,582.86 \$19.79	
<b>Range 12</b>	\$35,019.88 \$1,346.92 \$16.84	\$38,528.49 \$1,481.87 \$18.52	\$39,455.30 \$1,517.51 \$18.97	\$40,249.70 \$1,548.07 \$19.35	\$41,154.43 \$1,582.86 \$19.79	\$42,103.30 \$1,619.36 \$20.24	
<b>Range 12CP*</b>	\$35,902.55 \$1,380.87 \$17.26	\$39,477.36 \$1,518.36 \$18.98	\$40,426.23 \$1,554.86 \$19.44	\$41,242.70 \$1,586.26 \$19.83	\$42,213.64 \$1,623.60 \$20.30	\$43,140.44 \$1,659.25 \$20.74	
<b>Range 13</b>	\$35,814.29 \$1,377.47 \$17.22	\$39,455.30 \$1,517.51 \$18.97	\$40,249.70 \$1,548.07 \$19.35	\$41,154.43 \$1,582.86 \$19.79	\$42,103.30 \$1,619.36 \$20.24	\$42,985.97 \$1,653.31 \$20.67	
<b>Range 13CP*</b>	\$36,674.89 \$1,410.57 \$17.63	\$40,426.23 \$1,554.86 \$19.44	\$41,242.70 \$1,586.26 \$19.83	\$42,213.64 \$1,623.60 \$20.30	\$43,140.44 \$1,659.25 \$20.74	\$44,045.17 \$1,694.05 \$21.18	
<b>Range 14</b>	\$36,652.82 \$1,409.72 \$17.62	\$40,249.70 \$1,548.07 \$19.35	\$41,154.43 \$1,582.86 \$19.79	\$42,103.30 \$1,619.36 \$20.24	\$42,985.97 \$1,653.31 \$20.67	\$43,978.97 \$1,691.50 \$21.14	
<b>Range 14CP*</b>	\$37,579.62 \$1,445.37 \$18.07	\$41,242.70 \$1,586.26 \$19.83	\$42,213.64 \$1,623.60 \$20.30	\$43,140.44 \$1,659.25 \$20.74	\$44,045.17 \$1,694.05 \$21.18	\$45,038.18 \$1,732.24 \$21.65	
<b>Range 15</b>	\$37,425.16 \$1,439.43 \$17.99	\$41,154.43 \$1,582.86 \$19.79	\$42,103.30 \$1,619.36 \$20.24	\$42,985.97 \$1,653.31 \$20.67	\$43,978.97 \$1,691.50 \$21.14	\$44,927.84 \$1,727.99 \$21.60	
<b>Range 16</b>	\$38,351.96 \$1,475.08 \$18.44	\$42,103.30 \$1,619.36 \$20.24	\$42,985.97 \$1,653.31 \$20.67	\$43,978.97 \$1,691.50 \$21.14	\$44,927.84 \$1,727.99 \$21.60	\$45,987.04 \$1,768.73 \$22.11	

**3.0%(3.0)**

<b>Effective 07/01/10</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>Range 16CP*</b>	\$39,278.76	\$43,140.44	\$44,045.17	\$45,038.18	\$46,053.24	\$47,156.58	
	\$1,510.72	\$1,659.25	\$1,694.05	\$1,732.24	\$1,771.28	\$1,813.71	
	\$18.88	\$20.74	\$21.18	\$21.65	\$22.14	\$22.67	
<b>Range 17</b>	\$39,278.76	\$42,985.97	\$43,978.97	\$44,927.84	\$45,987.04	\$47,112.45	
	\$1,510.72	\$1,653.31	\$1,691.50	\$1,727.99	\$1,768.73	\$1,812.02	
	\$18.88	\$20.67	\$21.14	\$21.60	\$22.11	\$22.65	
<b>Range 17.5</b>	\$36,939.69	\$42,346.04	\$43,493.51	\$44,707.17	\$45,987.04	\$47,311.05	
	\$1,420.76	\$1,628.69	\$1,672.83	\$1,719.51	\$1,768.73	\$1,819.66	
	\$17.76	\$20.36	\$20.91	\$21.49	\$22.11	\$22.75	
<b>Range 17CP*</b>	\$40,271.76	\$44,045.17	\$45,038.18	\$46,053.24	\$47,156.58	\$48,259.92	
	\$1,548.91	\$1,694.05	\$1,732.24	\$1,771.28	\$1,813.71	\$1,856.15	
	\$19.36	\$21.18	\$21.65	\$22.14	\$22.67	\$23.20	
<b>Range 18</b>	\$40,205.56	\$43,978.97	\$44,927.84	\$45,987.04	\$47,112.45	\$48,193.72	
	\$1,546.37	\$1,691.50	\$1,727.99	\$1,768.73	\$1,812.02	\$1,853.60	
	\$19.33	\$21.14	\$21.60	\$22.11	\$22.65	\$23.17	
<b>Range 18.5</b>	\$37,976.83	\$43,493.51	\$44,707.17	\$45,987.04	\$47,311.05	\$48,502.65	
	\$1,460.65	\$1,672.83	\$1,719.51	\$1,768.73	\$1,819.66	\$1,865.49	
	\$18.26	\$20.91	\$21.49	\$22.11	\$22.75	\$23.32	
<b>Range 18CP*</b>	\$41,198.57	\$45,038.18	\$46,053.24	\$47,156.58	\$48,259.92	\$49,363.25	
	\$1,584.56	\$1,732.24	\$1,771.28	\$1,813.71	\$1,856.15	\$1,898.59	
	\$19.81	\$21.65	\$22.14	\$22.67	\$23.20	\$23.73	
<b>Range 19</b>	\$41,154.43	\$44,927.84	\$45,987.04	\$47,112.45	\$48,193.72	\$49,164.65	
	\$1,582.86	\$1,727.99	\$1,768.73	\$1,812.02	\$1,853.60	\$1,890.95	
	\$19.79	\$21.60	\$22.11	\$22.65	\$23.17	\$23.64	
<b>Range 19CP*</b>	\$42,213.64	\$46,053.24	\$47,156.58	\$48,259.92	\$49,363.25	\$50,466.59	
	\$1,623.60	\$1,771.28	\$1,813.71	\$1,856.15	\$1,898.59	\$1,941.02	
	\$20.30	\$22.14	\$22.67	\$23.20	\$23.73	\$24.26	
<b>Range 20</b>	\$42,125.37	\$45,987.04	\$47,112.45	\$48,193.72	\$49,164.65	\$50,290.05	\$51,547.86
	\$1,620.21	\$1,768.73	\$1,812.02	\$1,853.60	\$1,890.95	\$1,934.23	\$1,982.61
	\$20.25	\$22.11	\$22.65	\$23.17	\$23.64	\$24.18	\$24.78

**3.0%(3.0)**

<b>Effective 07/01/10</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>Range 20.5</b>	\$40,205.56 \$1,546.37 \$19.33	\$45,987.04 \$1,768.73 \$22.11	\$47,311.05 \$1,819.66 \$22.75	\$48,502.65 \$1,865.49 \$23.32	\$49,870.79 \$1,918.11 \$23.98	\$51,150.66 \$1,967.33 \$24.59	
<b>Range 20CP*</b>	\$43,162.50 \$1,660.10 \$20.75	\$47,156.58 \$1,813.71 \$22.67	\$48,259.92 \$1,856.15 \$23.20	\$49,363.25 \$1,898.59 \$23.73	\$50,466.59 \$1,941.02 \$24.26	\$51,547.86 \$1,982.61 \$24.78	
<b>Range 21</b>	\$43,162.50 \$1,660.10 \$20.75	\$47,112.45 \$1,812.02 \$22.65	\$48,193.72 \$1,853.60 \$23.17	\$49,164.65 \$1,890.95 \$23.64	\$50,290.05 \$1,934.23 \$24.18	\$51,569.92 \$1,983.46 \$24.79	\$52,849.79 \$2,032.68 \$25.41
<b>Range 21.5</b>	\$41,441.30 \$1,593.90 \$19.92	\$47,399.31 \$1,823.05 \$22.79	\$48,635.05 \$1,870.58 \$23.38	\$49,981.12 \$1,922.35 \$24.03	\$51,437.52 \$1,978.37 \$24.73	\$52,783.59 \$2,030.14 \$25.38	
<b>Range 21CP*</b>	\$44,199.64 \$1,699.99 \$21.25	\$48,259.92 \$1,856.15 \$23.20	\$49,363.25 \$1,898.59 \$23.73	\$50,466.59 \$1,941.02 \$24.26	\$51,547.86 \$1,982.61 \$24.78	\$52,938.06 \$2,036.08 \$25.45	
<b>Range 22</b>	\$44,221.71 \$1,700.83 \$21.26	\$48,193.72 \$1,853.60 \$23.17	\$49,164.65 \$1,890.95 \$23.64	\$50,290.05 \$1,934.23 \$24.18	\$51,569.92 \$1,983.46 \$24.79	\$52,783.59 \$2,030.14 \$25.38	\$54,107.60 \$2,081.06 \$26.01
<b>Range 22CP*</b>	\$45,347.11 \$1,744.12 \$21.80	\$49,385.32 \$1,899.44 \$23.74	\$50,444.52 \$1,940.17 \$24.25	\$51,547.86 \$1,982.61 \$24.78	\$52,893.93 \$2,034.38 \$25.43	\$54,019.33 \$2,077.67 \$25.97	
<b>Range 23</b>	\$45,302.98 \$1,742.42 \$21.78	\$49,164.65 \$1,890.95 \$23.64	\$50,290.05 \$1,934.23 \$24.18	\$51,569.92 \$1,983.46 \$24.79	\$52,783.59 \$2,030.14 \$25.38	\$53,997.26 \$2,076.82 \$25.96	\$55,343.33 \$2,128.59 \$26.61
<b>Range 23CP*</b>	\$46,406.31 \$1,784.86 \$22.31	\$50,466.59 \$1,941.02 \$24.26	\$51,547.86 \$1,982.61 \$24.78	\$52,938.06 \$2,036.08 \$25.45	\$54,019.33 \$2,077.67 \$25.97	\$55,387.47 \$2,130.29 \$26.63	
<b>Range 24</b>	\$46,406.31 \$1,784.86 \$22.31	\$50,290.05 \$1,934.23 \$24.18	\$51,569.92 \$1,983.46 \$24.79	\$52,783.59 \$2,030.14 \$25.38	\$53,997.26 \$2,076.82 \$25.96	\$55,365.40 \$2,129.44 \$26.62	\$56,755.60 \$2,182.91 \$27.29



**3.0%(3.0)**

<b>Effective 07/01/10</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>Range 24.5</b>	\$43,647.97 \$1,678.77 \$20.98	\$49,981.12 \$1,922.35 \$24.03	\$51,437.52 \$1,978.37 \$24.73	\$52,783.59 \$2,030.14 \$25.38	\$54,129.66 \$2,081.91 \$26.02	\$55,696.40 \$2,142.17 \$26.78	
<b>Range 24CP*</b>	\$47,575.85 \$1,829.84 \$22.87	\$51,547.86 \$1,982.61 \$24.78	\$52,938.06 \$2,036.08 \$25.45	\$54,019.33 \$2,077.67 \$25.97	\$55,387.47 \$2,130.29 \$26.63	\$56,711.47 \$2,181.21 \$27.27	
<b>Range 24.5CP*</b>	\$44,751.31 \$1,721.20 \$21.52	\$51,238.92 \$1,970.73 \$24.63	\$52,783.59 \$2,030.14 \$25.38	\$54,019.33 \$2,077.67 \$25.97	\$55,519.87 \$2,135.38 \$26.69	\$57,108.67 \$2,196.49 \$27.46	
<b>Range 25</b>	\$47,553.78 \$1,828.99 \$22.86	\$51,569.92 \$1,983.46 \$24.79	\$52,783.59 \$2,030.14 \$25.38	\$53,997.26 \$2,076.82 \$25.96	\$55,365.40 \$2,129.44 \$26.62	\$56,623.20 \$2,177.82 \$27.22	\$58,035.47 \$2,232.13 \$27.90
<b>Range 25CP*</b>	\$48,723.32 \$1,873.97 \$23.42	\$52,871.86 \$2,033.53 \$25.42	\$54,085.53 \$2,080.21 \$26.00	\$55,343.33 \$2,128.59 \$26.61	\$56,755.60 \$2,182.91 \$27.29	\$58,035.47 \$2,232.13 \$27.90	\$59,491.88 \$2,288.15 \$28.60
<b>Range 26</b>	\$48,657.12 \$1,871.43 \$23.39	\$52,783.59 \$2,030.14 \$25.38	\$53,997.26 \$2,076.82 \$25.96	\$55,365.40 \$2,129.44 \$26.62	\$56,623.20 \$2,177.82 \$27.22	\$58,013.41 \$2,231.28 \$27.89	\$59,469.81 \$2,287.30 \$28.59
<b>Range 26CP*</b>	\$49,892.85 \$1,918.96 \$23.99	\$54,019.33 \$2,077.67 \$25.97	\$55,387.47 \$2,130.29 \$26.63	\$56,711.47 \$2,181.21 \$27.27	\$58,057.54 \$2,232.98 \$27.91	\$59,425.68 \$2,285.60 \$28.57	\$60,904.15 \$2,342.47 \$29.28
<b>Range 27</b>	\$49,959.05 \$1,921.50 \$24.02	\$53,997.26 \$2,076.82 \$25.96	\$55,365.40 \$2,129.44 \$26.62	\$56,623.20 \$2,177.82 \$27.22	\$58,013.41 \$2,231.28 \$27.89	\$59,536.01 \$2,289.85 \$28.62	\$61,014.48 \$2,346.71 \$29.33
<b>Range 27CP*</b>	\$51,216.86 \$1,969.88 \$24.62	\$55,387.47 \$2,130.29 \$26.63	\$56,711.47 \$2,181.21 \$27.27	\$58,057.54 \$2,232.98 \$27.91	\$59,425.68 \$2,285.60 \$28.57	\$61,102.75 \$2,350.11 \$29.38	\$62,628.80 \$2,408.80 \$30.11
<b>Range 28</b>	\$51,084.46 \$1,964.79 \$24.56	\$55,365.40 \$2,129.44 \$26.62	\$56,623.20 \$2,177.82 \$27.22	\$58,013.41 \$2,231.28 \$27.89	\$59,536.01 \$2,289.85 \$28.62	\$61,058.61 \$2,348.41 \$29.36	\$62,581.22 \$2,406.97 \$30.09

**3.0%(3.0)**

<b>Effective 07/01/10</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>Range 28CP*</b>	\$52,364.33	\$56,711.47	\$58,057.54	\$59,425.68	\$61,102.75	\$62,537.08	\$64,103.82
	\$2,014.01	\$2,181.21	\$2,232.98	\$2,285.60	\$2,350.11	\$2,405.27	\$2,465.53
	\$25.18	\$27.27	\$27.91	\$28.57	\$29.38	\$30.07	\$30.82
<b>Range 29</b>	\$52,364.33	\$56,623.20	\$58,013.41	\$59,536.01	\$61,058.61	\$62,581.22	\$64,147.96
	\$2,014.01	\$2,177.82	\$2,231.28	\$2,289.85	\$2,348.41	\$2,406.97	\$2,467.23
	\$25.18	\$27.22	\$27.89	\$28.62	\$29.36	\$30.09	\$30.84
<b>Range 29CP*</b>	\$53,688.33	\$58,013.41	\$59,536.01	\$61,058.61	\$62,581.22	\$64,147.96	
	\$2,064.94	\$2,231.28	\$2,289.85	\$2,348.41	\$2,406.97	\$2,467.23	
	\$25.81	\$27.89	\$28.62	\$29.36	\$30.09	\$30.84	
<b>Range 30</b>	\$53,688.33	\$58,013.41	\$59,536.01	\$61,058.61	\$62,581.22	\$64,147.96	
	\$2,064.94	\$2,231.28	\$2,289.85	\$2,348.41	\$2,406.97	\$2,467.23	
	\$25.81	\$27.89	\$28.62	\$29.36	\$30.09	\$30.84	
<b>Range 30CP*</b>	\$55,034.40	\$59,536.01	\$61,058.61	\$62,581.22	\$64,147.96	\$65,758.83	
	\$2,116.71	\$2,289.85	\$2,348.41	\$2,406.97	\$2,467.23	\$2,529.19	
	\$26.46	\$28.62	\$29.36	\$30.09	\$30.84	\$31.61	
<b>Range 31</b>	\$55,034.40	\$59,536.01	\$61,058.61	\$62,581.22	\$64,147.96	\$65,758.83	\$67,391.76
	\$2,116.71	\$2,289.85	\$2,348.41	\$2,406.97	\$2,467.23	\$2,529.19	\$2,591.99
	\$26.46	\$28.62	\$29.36	\$30.09	\$30.84	\$31.61	\$32.40
<b>Range 31CP*</b>	\$56,402.54	\$61,058.61	\$62,581.22	\$64,147.96	\$65,758.83	\$67,391.76	\$69,068.83
	\$2,169.33	\$2,348.41	\$2,406.97	\$2,467.23	\$2,529.19	\$2,591.99	\$2,656.49
	\$27.12	\$29.36	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21
<b>Range 32</b>	\$56,402.54	\$61,058.61	\$62,581.22	\$64,147.96	\$65,758.83	\$67,391.76	\$69,068.83
	\$2,169.33	\$2,348.41	\$2,406.97	\$2,467.23	\$2,529.19	\$2,591.99	\$2,656.49
	\$27.12	\$29.36	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21
<b>Range 32CP*</b>	\$57,814.81	\$62,581.22	\$64,147.96	\$65,758.83	\$67,391.76	\$69,068.83	
	\$2,223.65	\$2,406.97	\$2,467.23	\$2,529.19	\$2,591.99	\$2,656.49	
	\$27.80	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21	
<b>Range 33</b>	\$57,814.81	\$62,581.22	\$64,147.96	\$65,758.83	\$67,391.76	\$69,068.83	\$70,790.04
	\$2,223.65	\$2,406.97	\$2,467.23	\$2,529.19	\$2,591.99	\$2,656.49	\$2,722.69
	\$27.80	\$30.09	\$30.84	\$31.61	\$32.40	\$33.21	\$34.03

155

**3.0%(3.0)**

<b>Effective 07/01/10</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>Range 33CP*</b>	\$59,271.21	\$64,147.96	\$65,758.83	\$67,391.76	\$69,068.83	\$70,790.04	\$72,555.38
	\$2,279.66	\$2,467.23	\$2,529.19	\$2,591.99	\$2,656.49	\$2,722.69	\$2,790.59
	\$28.50	\$30.84	\$31.61	\$32.40	\$33.21	\$34.03	\$34.88

**APPENDIX F: PAY SCALES CONTINUED**

Effective 7/1/2009

New tables will be published if wage adjustment is 3.25% (See Article 15 – Compensation)

Effective 7/1/2010

New tables will be published based on actual 2009 wage schedules and applying a wage adjustment of either 3.0% or 3.5%(See Article 15 – Compensation)

**CONTRACT AGREEMENT**

CITY OF ANN ARBOR

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

---

John Hieftje, Mayor

---

James Williams, Union President

---

Jacqueline Beaudry  
City Clerk

---

Nancy Sylvester, Union Vice  
President

---

Roger Fraser  
City Administrator

---

Angela Tabor,  
Council 25 Representative

Approved as to Form:

---

Stephen Postema, City Attorney



Maternity/Paternity Leaves	62		
Medical Records	34		
MIOSHA	85		
			N
Negotiating Team Members	38		
Nepotism	47		
Notice of Layoff	43		
			O
On-the-Job Injury	86		
Order of Layoff	40		
Overtime	54, 55		
			P
Pay Checks	113		
Pay Scales	128		
Payroll Deduction	15		
Pension	74		
Pensions	116		
Personal Leave Days	67		
Personnel Records	34		
Probationary Employees	35		
Promotions and Transfers	45		
Purpose and Intent	9		
			R
Recall Procedure	43		
Reclassification	48		
Recognition	10		
Required License	101		
Rest Periods/ Breaks	60		
Return from Leave	63		
Reversion Period	47		
Rules and Regulations	33		
			S
		Secondary Employment	73
		Seniority	35
		Shift Preference	54
		Sick Leave	51
		Special Conferences	25
		Stewards	23
		Strikes and Lockouts	22
		Summary of Benefits	127
		Supplemental Agreements	110
			T
		Temporary Assignments	78
		Temporary Supervisors	80
		Training and Education	83
		Training Period	47
			U
		Unemployment Compensation	114
		Union Negotiating Committee	99
		Union Security/Agency Shop	13
		Use of Past Record	32
			V
		Vacant Positions	45
		Vacation Leave	75
		Vacation Pay	77
		Veterans	37, 68
		Vision Insurance	93
			W
		Wages	49
		Work Continuance	59
		Work Schedule	54
		Worker's Disability Compensation	72