

BARGAINING AGREEMENT

Between

THE CITY OF ROCHESTER HILLS

Oakland County, Michigan

And

ROCHESTER HILLS LOCAL 1917.28 CHAPTER

Affiliated and Chartered by Council No. 25

Of The American Federation Of

State, County & Municipal Employees

Effective Date:

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AGREEMENT

This Agreement is made this 1st day of January 2022, between the CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN (hereinafter referred to as the “Employer”), and AFSCME LOCAL 1917.28, affiliated and chartered by Michigan Council No. 25 of the American Federation of State, County and Municipal Employees (hereinafter referred to as the “Union”).

The Employer and the Union agree there shall be no discrimination against any Employee by reason of race, religion, color, age, gender, marital status, national origin, disability or any other unlawful motive.

PURPOSE AND INTENT

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

The parties recognize that the interest of the community depends upon the Employer’s and employees’ success in establishing a proper service to the community.

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

The headings used in the Agreement and the exhibits neither add to, or subtract from, the meaning; but are for references only.

ARTICLE 1: RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative

for the purpose of collective bargaining in respect to hours, wages, terms and conditions of employment for the term of this Agreement for all employees of the Employer included in the following classifications: Facilities Manager, Field Services Manager, Fleet Manager, Grounds Maintenance Manager, Inspection Services Manager, Museum Manager, Natural Resources Manager, Ordinance Manager, Parks Manager, Roads & Pathways Operations Manager, and Water & Sewer Operations Manager.

ARTICLE 2: MANAGEMENT RIGHTS

The right to manage the operations of the City of Rochester Hills, including the right to levy and collect taxes, pass ordinances, establish operating policies, rules and procedures, hire, promote, transfer, layoff, discipline, dismiss or discharge employees, create new classifications of employment, assign work or perform any other lawful function whatsoever pursuant to the laws of the State of Michigan shall remain exclusively the right of the Mayor of the City of Rochester Hills or the City Council of the City of Rochester Hills, as the case may be, or their duly-authorized deputies and agents, except as specifically provided within this Agreement.

ARTICLE 3: AID TO OTHER UNIONS

The Employer and its administrative staff will not aide or promote any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or organization for the purpose of undermining the Union.

ARTICLE 4: UNION SECURITY

All employees who are members of the bargaining unit may voluntarily become members of the Union.

ARTICLE 5: DUES DEDUCTION AND AGENCY CLAUSE

The Employer shall deduct the required amount of fees for payment of Union dues or a service charge from the pay of each Employee from whom it receives a written, signed authorization to do so. The amount of deductions shall be communicated to the Employer not less than 60 days after the implementation of this Agreement and can be changed only by written notice to the Employer not less than thirty (30) days before the check reflecting the change is to be issued. Such dues or service charges are to be deducted each calendar month and remitted to the Union Chapter Chair of the local Union not later than the tenth day of the following month. The Employer shall furnish to the Union Chapter Chair a monthly listing of Employees for whom the Employer has received signed authorization for deduction or service charge made and shall state for whom deductions were not made.

- A. Employer Responsibility: Deductions shall be made only in accordance with the provisions of said authorization for check-off dues or service charge, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues or service charges, special assessments or any other deduction not in accordance with this provision.
- B. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not

taken by the Employer for the purpose of complying with Article 4: Union Security and Article 5: Dues Deduction and Agency Clause of this Agreement.

- C. Termination of Check-Off: An Employee shall cease to be subject to check-off dues or service charges beginning with the month immediately following the month in which he is no longer a member of the bargaining unit or submits a notice to cancel or revoke the authorization. The Union Chapter Chair will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

Any Employee may voluntarily cancel or revoke the authorization for check-off deduction upon 30 days written notice to the Employer and to the Union.

- D. Voluntary 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 PEOPLE deduction as provided for in a written authorization. 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 Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union 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.

ARTICLE 6: REPRESENTATION

Employees shall be represented by two (2) stewards, who are the Chapter Chairperson and Vice-Chairperson. They shall be the sole elected officers representing the Employees covered by this Agreement.

ARTICLE 7: SPECIAL CONFERENCES

Special conferences will be held whenever mutually-agreed between the Rochester Hills chapter Chairperson and the Employer or its designated representative. When it is necessary for a member and/or representative of the Union to attend a special conference during his regular working hours, he shall receive the rate of pay for the time spent at the conference that he would have received had he been on the job. Arrangements for such special conferences, including who will attend, shall be made in advance, and an agenda of matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. This meeting may be attended by a representative of the Council or representative of the International Union.

ARTICLE 8: SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of 15 working days following the conclusion of negotiations.

ARTICLE 9: DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. The parties subscribe to the concept and use of progressive discipline whenever possible:

- A. One or more written warnings.
- B. One or more formal written reprimands.
- C. One or more short suspension(s) without pay (not to exceed five [5] working days).
- D. Long suspension without pay or discharge.

The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his employment behavior short of discharge. Failure of the

Employer to follow precisely the steps set forth above shall not per se be grounds for reinstating a discharged or disciplined employee, but shall be considered on a case-by-case basis in determining whether just cause exists.

The City will issue any disciplinary action necessary within 20 working days after the City knew or had reasonable notice of the facts giving rise to the discipline. It is agreed that the 20 working days are counted by the employee's days worked, and will be extended as appropriate to account for the employee's use of paid and non-paid approved leave time.

The Employer shall consider no prior disciplinary action on any infraction of a similar and/or a distinct and different character occurring more than 24 months previous in imposing discipline on a current charge.

Upon written request to the Human Resources Department, any written warnings issued more than twenty-four (24) months prior to the request shall be removed from the employee's file if the employee has not received any additional discipline during that time period.

Upon written request to the Human Resources Department, any discipline other than a written warning which was issued more than twenty-four (24) months prior to the request shall be removed from the employee's file upon agreement of the City if the employee has not received any additional discipline during that time period. If the City does not agree to the Employee's request, the Union may, within thirty (30) days, request a special conference to discuss the Employee's request.

Employees will have the right to have Union representation at any level of disciplinary action taken against them. The employee must sign and receive a copy of any and all disciplinary action. This is not to be construed as an admission of guilt, but only as an acknowledgment that such action exists.

An employee shall, upon written request, have access to his personnel file retained by the Employer, as defined by State law. It is further agreed that an employee's personnel file shall be considered his official file in grievance hearings.

ARTICLE 10: GRIEVANCE PROCEDURE

Definition of a Grievance: A grievance is a dispute between the Employer and the Union or a complaint by an Employee covered by this Agreement alleging that there is a violation, misinterpretation or misapplication of any provision of this Agreement. Grievances shall be presented and adjusted in accordance with the following procedures, provided that nothing herein shall be construed as preventing an individual Employee from attempting to adjust a grievance with the Employer, provided that the Union shall have a right to be present at any meeting at which said adjustment is discussed unless the Employee requests that the Union not be present.

No written grievance shall be accepted and processed which is not filed within 20 working days after the Employee knew or had reasonable notice of the facts giving rise to the grievance. Failure to file a grievance within these time limits will operate to waive any claim of contract violation, and to bar the grievance from arbitration.

For the purpose of the grievance procedure, the time limits mentioned herein shall commence on the day after a grievance is presented or a response is given.

Step 1

- A. The Grievant shall discuss items he believes are grievances with his steward.
- B. The steward will discuss the potential grievance with the Department Director. The Grievant may request to be present.
- C. If the Employee, the steward and the Department Director cannot arrive at a mutually satisfactory settlement, the Employee may request the steward to file a written

grievance with the Department Director. The Department Director shall give an answer in writing to the Union within five (5) working days of the receipt of the written grievance.

Step 2

- A. If no settlement is reached in Step 1, the matter may be appealed in writing within five (5) working days from the receipt of the Step 1 written answer from the supervisor. Upon receipt of the appeal, the Director of Human Resources or designee shall schedule a meeting between no more than three (3) representatives of the Union and no more than three (3) representatives of the Employer. The Employer shall inform the steward within five (5) working days of the date of the Step 2 meeting. This meeting shall take place within 15 working days from the date of the appeal to Step 2. A written response from the Employer must be submitted within five (5) working days after the Step 2 meeting.
- B. The Union representatives will be permitted to meet at a place designated by the Employer on the Employer's property for up to one (1) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made. The Employer will give an answer in writing to the Employee and the Union President within five (5) working days after said meeting.
- C. The Union President or his representative shall be allowed reasonable time off his job without loss of time or pay to investigate a grievance he is to discuss with the Employer, provided the privilege is not abused. The Department or designee will grant her permission to leave his work for this purpose.

Step 3: Mediation

- A. If the Union does not accept the answer of the Employer at Step 2, the Union shall, within 15 working days of receipt of the Step 2 response from the Employer, furnish the Director of Human Resources or designee with a written notice that the Union desires to proceed to arbitration. (If the grievance is not settled and if arbitration has not been demanded by the Union, such grievance shall be forever barred and extinguished.)
- B. Within 30 calendar days after receipt of the aforementioned notice by the Employer, the parties shall mutually select a mediator and schedule mediation. The parties and the mediator will attempt to resolve the dispute. If there is a fee or other cost attributable to the mediator, the City may pay this expense or mediation may not occur.

If no such resolution has been reached within 90 calendar days after receipt of the aforementioned notice of desire to arbitrate, the Union shall, within 15 calendar days initiate procedures for the selection of an arbitrator as provided for by the American Arbitration Association.

Step 4: Arbitration

- A. All proceedings relating to any arbitration shall be pursuant to the Voluntary Rules of Labor Arbitration published by the American Arbitration Association. The parties may, in any case, agree in writing to abide by the expedited rules published by said Association.
- B. Arbitrators shall have no authority to add to, subtract from, change or modify any of the terms of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgment, to fashion any remedy necessary

to make the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement. The allegation by either the Employer or the Union that the other party exceeded a time limit, as described in Paragraph E below, shall be considered and a written decision rendered by the arbitrator in a separate proceeding prior to the commencement of the hearing on the merits.

- C. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- D. All costs of arbitration shall be borne equally by the two (2) parties. Each party shall be responsible for the expenses of its witnesses and its advocates.
- E. Any grievance for which a time limit is exceeded by the employer shall be deemed granted. Any grievance for which a time limit is exceeded by the Union or the grievant shall be deemed denied in its entirety and settled on that basis. The parties may, however, mutually agree in writing to extend any time limits set forth in the grievance procedure.

ARTICLE 11: SENIORITY AND PROBATIONARY EMPLOYEES

A. Probation

A new Employee shall be considered a probationary Employee for the first 180 consecutive calendar days of employment, excluding any time worked in other than full-time, regular employment. The probationary period may be extended by the Employer in lieu of dismissal for up to an additional 90 calendar days, with union concurrence. An Employee shall become a seniority Employee upon

completion of the probationary period. Union seniority shall be designated from the Employee's most recent date of hire by the City.

Any approved leave time in excess of five (5) working days will extend the above probationary period in direct proportion to the leave time taken.

B. Benefits During Probation

- Health care and dental benefits will be provided the first of the month following 60 days after the date of hire or as soon as feasible.
- Life, short-term and long-term disability insurance will be provided as of the first of the month following completion of the probationary period.
- Retiree health savings and pension contributions are effective with the pay period in which the employee successfully completes the probationary period (180th day, unless extended due to absence in excess of five (5) working days or for purposes of satisfactory performance).
 - However, if any former participant in the pension plan is re-employed, that Employee shall continue to participate in the pension plan as required by the City of Rochester Hills Group Pension Plan and the Internal Revenue Code.
- Annual leave and vacation will begin to accrue effective with the first pay period of employment.

Probationary employees will not be subject to the pay step progression, as found in Appendix A, until the City's annual review following the completion of the probationary period.

C. Representation During Probation

The Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1: Recognition of the Agreement, except discharged and disciplined Employees for other than Union activity.

D. Rehired Employees

For hiring purposes, after other contract requirements have been met, first consideration will be shown to former Employees who apply for new or vacant positions. Such re-hired Employees, after serving the probationary period, shall have their former accrued City service time restored.

ARTICLE 12: SERVICE TIME, SENIORITY AND SENIORITY LIST

The City recognizes Union seniority and City service time. Union seniority is the length of time that an Employee is a member of this bargaining unit. City service time is the total length of time that person is a regular, full-time City Employee in any classification or job title.

The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority. The Employer will keep the seniority list up-to-date at all times and will provide the chapter Chairperson with up-to-date copies at least twice per year.

The seniority list shall be kept on an employer-wide basis in accordance with the Employee's bargaining unit seniority.

ARTICLE 13: LOSS OF SENIORITY

- A. An Employee shall lose his Union seniority and have his employment separated if the Employee:
1. Quits or retires.
 2. Is discharged, and the discharge is not reversed through the grievance procedure as set forth in this Agreement.
 3. Is absent for three (3) consecutive workdays without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send notification by certified mail to the Employee at his last known address that he has lost his seniority and he is considered a voluntary quit.
 4. Exceeds the maximum length of time on the recall list or does not return to work when recalled from a layoff as set forth in the recall procedure in Article 16: Layoff and Recall. In proper cases, exceptions may be made by the Employer.
 5. Does not return to work at the end of an approved leave without proper excuse, acceptable to the Employer.
 6. Does not return to work after 24 consecutive months, provided the employee has 24 months seniority, of approved leave. If the employee has less than 24 months of seniority, the employee will retain seniority for the number of months equivalent to the employee's seniority, i.e. an employee with 11 (eleven) months of seniority who is on an approved leave retains seniority for 11 months. In the event that an employee is on an approved

illness leave, subject to Article 20(A), the employee's seniority will remain in place unless the employee fails to return at the end of the approved extended illness leave. In certain cases, exceptions may be made by the Employer.

B. Union seniority and City service time shall be retained but shall not continue to accrue if an Employee with one (1) year or more of seniority is laid off for more than one (1) year. (See Article 16: Layoff and Recall.)

C. An Employee's Union seniority shall be retained but shall not accrue if the Employee:

1. Accepts a position with the Employer out of the bargaining unit.
2. Is on an approved leave for more than 12 calendar months but less than 24 calendar months.

In these situations the Employee's City service time continues to accrue.

When an Employee returns to work in a bargaining unit position, accrual of union seniority will resume.

D. Concerning B and C above, return to a bargaining unit position may occur in the following manner:

1. By voluntarily seeking to fill a vacancy in a position within the bargaining unit, after consideration has first been given to qualified bargaining unit Employees but before former Employees who apply for new or vacant positions, or;
2. By bumping back into the bargaining unit in the event of a layoff outside of the bargaining unit. This bumping right is limited to classifications at or

below the last classification held in the bargaining unit by the laid off Employee.

ARTICLE 14: RESERVED FOR FUTURE USE

ARTICLE 15: SENIORITY LIST OF STEWARDS AND OFFICERS

Notwithstanding their position on the seniority list stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff on the first open job which they can perform. This preference shall apply only to the last employee designated by the Union as steward regarding whom a written notification to the Employer was received by the Employer prior to issuance of any notice of layoff.

Notwithstanding their position on the seniority list, the chapter Chairperson, or Vice-Chairperson if there is no chapter Chairperson, shall, in the event of a layoff and recall be retained in his respective shift, location and classification. In the event that the shift, location or classification is eliminated and a dispute should arise as to where the chapter Chairperson (or Vice-Chairperson in the event there is not chapter Chairperson) shall be assigned, the dispute shall be a proper subject for a special conference as described in Article 7 of this Agreement.

ARTICLE 16: LAYOFF AND RECALL

A. Layoff

The word "layoff" means a reduction in the working force. If a layoff becomes necessary, the following procedure will be mandatory:

Layoff shall be made within the affected position(s) and paygrade(s) in the affected Department(s). Such reduction will be made in the first instance by terminating temporary employees; then probationary employees within the affected

position(s) and paygrade(s) in the affected Department(s). If a further reduction in the work force is required, such reduction in the case of seniority employees will be made in inverse order of seniority within the affected position(s) and paygrade(s) in the affected Department(s).

When an employee is laid off for an indefinite period of time, or the initial layoff extends beyond the period of five (5) working days due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to bump or replace an employee with less seniority. The layoff and bumping procedures will operate as follow:

An employee may bump down to previously held bargaining unit position(s) and paygrade(s) or a lesser bargaining unit position(s) and paygrade(s) for which the employee is qualified. Employees to be laid off for an indefinite period of time will be given as much advance notice as practical under the circumstances, but in no event less than 10 working days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified.

For purposes of Article 17: Promotions and Transfers, a laid-off employee shall be considered as still employed for bidding on any posted vacancy. A laid-off employee does not lose seniority unless the employee fails to return to work when recalled as specified in Article 12: Loss of Seniority, Paragraph 4, and continues to accumulate seniority for up to one (1) year during the period of the layoff. Employer paid health insurance benefits cease at the end of the calendar month following the month in which the layoff occurs (subject to COBRA

continuation provisions). Life insurance and disability coverages end as of the effective date of layoff.

B. Recall

When the work force is increased or openings occur in any department while there are employees on layoff, employees will be recalled according to inverse order of their having been laid off, providing they have the current ability to do the available work. A laid-off employee will remain on the recall list for a period of time equivalent to the length of the employee's seniority. A laid-off employee with more than two (2) years seniority will be removed from the recall list at the end of the two (2) years, unless the employee informs the Employer in writing within 30 calendar days after the expiration of that two year period that the employee wants to remain on the recall list.

Further, such employee must inform the Employer in this manner within 30 calendar days after each anniversary of the expiration of that two (2) year period that he wants to remain on the recall list until the expiration of the period of time equivalent to the length of the employee's seniority. If an employee is laid off, it will be his responsibility to register with the Employer his address and any change of address for the purpose of the Article. Notice of recall shall be sent to the employee at the last address registered with the Employer by certified mail. If the employee fails to report his intent to report for work within seven (7) working days after delivery of notice of recall to the post office, the employee shall be considered a quit.

When the work force is increased or openings occur in any department, probationary employees who are terminated due to a reduction in the work force will be considered for rehire for the period of time equal to their time served as a probationary employee, providing: Laid-off seniority employees are determined not to be eligible for the available position(s) and the probationary employees have the current ability to do the work required in the position(s).

ARTICLE 17: PROMOTIONS AND TRANSFERS

A. Posting Procedures

Any time there is a vacancy which has been determined to be filled in a bargaining unit position, or a new position is created, the position shall be posted for five (5) working days and filled within 60 working days after the completion of the posting period. Notice of postings for new job creations and vacancies will be sent to the Chapter Chairperson of the Union. Any bargaining unit member who meets the minimum qualifications of the posting shall be eligible to apply for said position. To apply for said position, an employee must submit a written application to the Director of Human Resources. The position shall be granted to the most-qualified employee. If there are not qualified applicants from the bargaining unit, the position shall be open to outside hire. If the position is not filled with a qualified outside hire within six (6) months, the position shall be re-posted or eliminated. If there are subsequent vacancies in the same classification during the six (6) month period after the completion of the posting period, the City is not required to re-post the vacancy and may rely on the initial list of qualified applicants.

A bargaining unit employee who is denied a position will be promptly given reason(s) for denial in writing.

B. Trial/Exclusion Periods

The employee who is granted the position shall be given a 90 calendar day trial period to determine his ability to perform the job. During the first 45 calendar days of the trial period, the employee shall have the opportunity to revert back to his former position.

The employee will not be subject to the pay step progression, as found in Appendix A, until the successful completion of the employee's trial period following a promotion.

Any person who has been in his present position for less than 12 months prior to the posting may be excluded from consideration if the new position represents a transfer within the same classification. This procedure will not apply to promotions or position upgrades. Any employee who receives a promotion or a transfer and voluntarily reverts back to his former position may be excluded from consideration for a new position for nine (9) months from the date the employee elects to return to his former position.

Any time after 30 calendar days during the trial period, if the Employer feels the employee will not be successful in fulfilling the requirements of the trial position, the employee will be returned to his original position. If the employee is unsatisfactory in the new position, notice and reason(s) shall be submitted in writing to the Union by the Employer, with a copy to the employee.

C. Employee Notification

Any bargaining unit member wishing to be considered for a new position that may become available while he is on vacation will be considered for that position provided the employee, at least 10 working days prior to his departure, designates in writing to the Director of Human Resources for the position or positions for which the employee wants to be considered.

If testing is required for any position within the City, this fact will be noted on the posting and shall be consistent.

In the event that there are two (2) or more employees who are determined to be equally most-qualified, the position will be awarded to the most-senior employee.

Except as noted, all procedures contained within this Article apply to both promotions and transfers.

ARTICLE 18: LEAVES WITH PAY

A. Annual Leave

Annual leave begins accruing effective with the first pay period of employment. All regular, full-time Employees shall accrue four (4) hours of Annual Leave each pay period to a maximum of 13 annual days per calendar year.

1. Within two (2) weeks of the end of the first pay period ending in October (the payout being issued in October shall not be subject to negotiation between the parties until 2032) of each calendar year the following will occur:

- a. Employees with Annual Leave time remaining will have that leave time carried forward, up to a maximum of forty (40) hours.
 - b. Employees will be paid 100% of their straight time hourly wage for any unused Annual Leave time in excess of forty (40) Annual Leave hours.
2. In order to take an Annual Leave day, an Employee should notify his/her Department supervisor at least 24 hours in advance of the commencement of the time off for approval and, in any event, the Employee must notify his/her Department supervisor by the start of the shift on the day on which the employee wishes to take Annual Leave.

Such notification shall be in a reasonable manner as specified by the Mayor or Mayor's designee of the City of Rochester Hills. Likewise, if an Employee must leave work because of an illness, the Employee shall properly notify supervision in a reasonable manner as prescribed by the Mayor or Mayor's designee. Annual Leave time will be charged out at a minimum of no less than one (1) hour, except that time taken at the beginning or end of the day may be charged out at a minimum of no less than 30 (thirty) minutes, or as required by FMLA.

3. When utilizing Annual Leave time, the Employee shall consider the efficient operation of the Department concerned. The Employer will not unreasonably deny approval or discipline Employees regarding the utilization of Annual Leave time as long as such Annual Leave time is utilized in accordance with this Article.

B. Funeral Leave

1. Immediate Family

A seniority employee shall be allowed up to five (5) working days with pay for scheduled work time to attend the funeral or funeral-related activities for a death in the immediate family. Immediate family is defined as follows: the employee's mother, father, wife or husband, son, daughter, or member of employee's household. Family members with whom the employee has a current "step" relationship who would otherwise qualify under this section, shall be covered as immediate family (ex: step-child, step-parent).

2. Close Family

A seniority employee shall be allowed up to three (3) working days with pay for scheduled work time to attend the funeral or funeral-related activities for a death in the close family. Close family is defined as follows: mother or father of present spouse and the employee's brothers, sisters, grandparents or grandchildren. If the funeral service for the immediate or close family member is held at a place more than 300 miles from the City of Rochester Hills, the employee's Department Director, or designee may allow additional one (1) or two (2) working days with pay to attend the funeral or funeral-related activities. Family members with whom the employee has a "half" blood or current "step" or current parent/child "in-law" relationship who would otherwise qualify under this section, shall be covered as close family (ex: half-sibling, step-grandchild, son-in-law).

3. Friend or Relative

A seniority employee shall be allowed up to one (1) funeral leave day with pay once per calendar year to attend the funeral or funeral related activities for the death of a friend or relative not otherwise designated in this provision.

Paid funeral leave shall not be deducted from annual time. Verification of relationship and proof of attendance at the funeral or funeral-related activities, satisfactory to the Employer, may be required.

C. Jury Duty

The Employer shall pay employees who are summoned for and serve jury duty their straight time wage for their regularly scheduled workdays to a maximum of eight (8) hours per day during their active period of jury duty. Employees may retain other compensation received for jury service. Proof of jury service may be required.

Employees summoned for jury duty must notify their supervisors as soon as possible and keep their supervisors apprised of their need for continuing time-off for jury duty. Also, they must report to work on any work day they are not actively serving jury duty as well as any work day sufficient time remains for the employee to return to productive work following release from jury service.

D. Union Business

1. Conventions: Members of the Union may attend a State or Council convention of the American Federation of State, County and Municipal Employees, at their own cost and expense, without loss of pay or time,

provided that the maximum number of working days allowed for such purpose for all members of the Union collectively shall not exceed five (5) days in any one (1) contract year. Not more than two (2) members of the Union may attend the Bi-Annual International Convention of the American Federation of State, County and Municipal Employees, at their own cost and expense without loss of time or pay; provided, however, the total amount of time to be allowed for the members of the Union shall not exceed ten (10) days in any contract year. (Proof of attendance shall be given within five (5) days of return to Employer.)

2. Conferences: Members of the Union elected to attend an official function of the International Union or A.F.S.C.M.E. Council such as conferences, meetings, etc. shall be allowed time off without loss of pay, not to exceed one-half ($\frac{1}{2}$) day per month and twelve (12) days in three (3) years. (Proof of attendance shall be given within five (5) days of return to Employer.)
3. Bargaining Team: The Union bargaining team will consist of up to four (4) members plus one (1) legal or union representative, and in the event they wish to bring a consultant or advisor to the meeting, they shall so advise the other party at least 24 hours in advance. The Union members of the bargaining team will be allowed a total of 64 hours of paid release time for contract negotiation preparation in the eight (8) weeks prior to the commencement of negotiations.

ARTICLE 19: MILITARY LEAVES OF ABSENCE

An Employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 and/or any other applicable laws then effective.

Such Leaves of absence shall also be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves. Applications for leaves of absence for such purpose must be made as soon as possible after the Employee's receipt of his orders or schedules.

Military Leave Pay: Employees on military leave of absence who are drafted or called to full-time active service will be paid the difference between their military pay and their straight-time wage for their regularly-scheduled work days for periods not to exceed 24 weeks in any 24 month period provided proof of pay is submitted. This paragraph does not apply to a voluntary military enlistment or a voluntary extension of active duty.

Employees on military leave of absence for routine training or military exercises, who are in the Armed Forces Reserve or the National Guard will be paid the difference between their military pay and their straight-time wage for their regularly scheduled work days for periods not to exceed two (2) weeks in any twelve month period provided proof of pay is submitted.

For military leaves of absence, the Employer will pay a maximum of 24 weeks pay per Employee in any 24-month period.

ARTICLE 20: EXTENDED ILLNESS AND LEAVES WITHOUT PAY

A. Extended Illness Leave

An extended illness leave may be granted for a period up to 24 months provided the employee is receiving City sponsored disability or workers' compensation benefits.

The Employer shall continue to pay medical insurance premiums during an extended illness leave for a maximum of 12 months, provided the Employee is receiving City sponsored disability benefits or 18 months provided the Employee is receiving workers' compensation benefits, subject to insurance and COBRA/PHSA requirements.

An employee who has taken a previous extended illness leave is eligible to receive paid medical insurance for a maximum of 12 months [or 18 months for workers' compensation], minus the length of time that the employee received paid medical insurance for an extended illness during the 12 month period [or 18 months for workers' compensation] immediately preceding the beginning of the new leave.

B. Emergency Leave

Emergency personal leaves of absence may be granted for up to 30 days without loss of seniority or insurance benefits, but with the loss of wages and disability coverage for unpaid time. The purpose of emergency personal leaves is to provide time off for serious matters that arise without notice. An employee will request emergency leave prior to the start of the next shift or as soon as possible. The Employer will promptly inform the employee as to whether the emergency leave will be granted and the duration of the leave. When an emergency leave of

absence is granted, the employee will utilize paid time consistent with the City's FMLA and non-FMLA leave policy. Upon completion of the emergency leave, the employee will be returned to his/her former position.

C. Other Leaves

The City's Policy for Non-FMLA Qualifying Extended Leaves of Absence (attached hereto) shall be incorporated into the contract as Appendix E. The City shall retain the right to update the City Policy as appropriate.

D. Benefits During Leaves of Absence

1. Accruals

Annual and vacation time will not be accrued for any pay period during which the employee received no payroll check. Seniority is frozen after 12 continuous months of unpaid leave of absence; however, seniority shall continue to accrue for extended illness/injury leaves or in FMLA qualifying situations, or as otherwise provided for in this Agreement. All accrued leave must be utilized consistent with the City's FMLA and non-FMLA leave policy.

2. Insurance Continuation

Except for extended illness/injury leaves, military leaves or in FMLA qualifying situations, or as otherwise provided in this Agreement, employer-paid health, life and disability insurance contributions cease as of the first of the month following one full calendar month in which the employee has received no payroll check, subject to COBRA/PHSA continuation provisions or as otherwise provided for in this Agreement.

3. Pension and Retiree Health Savings

Pension and retiree health savings contributions are based on earnings and cease as of the first pay period for which no payroll check is received, except as otherwise provided by law or in this Agreement.

E. Return from Unpaid Leave of Absence

To return from an unpaid leave of absence for medical reasons, an employee must provide a statement from a physician that releases the employee to come back to work.

Except as provided in Paragraph B of this Article, upon return from an unpaid leave of absence, an employee shall be reinstated to a position in the employee's job position and pay grade provided an employee with more seniority is not displaced.

F. FMLA and ADA

All rights and responsibilities granted under this contract are not meant to conflict with the rights and responsibilities granted under the Family Medical Leave Act ("FMLA"). In fact, whenever an employee uses any leave granted under this contract for purposes defined under the FMLA, that employee will be required to use FMLA concurrently with that leave up to the number of weeks per year granted under the Act (the employee must utilize paid time consistent with the City's FMLA and non-FMLA leave policy and Compensatory Time [per Department Policy] and may use additional available leave before utilizing unpaid leave time under FMLA). FMLA will apply to the first 12 weeks of a Workers' Compensation Leave.

Employees who exhaust FMLA may request and may be granted additional leave as provided for in this Article.

In addition, the Employer supports the lawful implementation of the Americans With Disabilities Act (“ADA”) and the Michigan Persons with Disabilities Civil Rights Act.

ARTICLE 21: TEMPORARY EMPLOYEES

- A. Temporary employees shall be defined as those employees hired on a temporary basis to work full time in a bargaining unit.
- B. Temporary employees will not be hired to regularly fill any job vacancy, but will be used to supplement the regular work force.
- C. Temporary employees, during their employment under such status, are not entitled to compensation or fringe benefits other than rate of pay.
- D. Temporary employees shall not be worked overtime in place of full-time employees.

ARTICLE 22: WORKING HOURS, PREMIUMS AND ALLOWANCES

- A. Meal Allowance: Employees shall receive a taxable per diem of \$15.00 when required to work during certain events (such as snow removal, tornado cleanup, or as otherwise determined by the Director of the Department). This meal allowance is meant to provide for food for the employee who is unable to leave the worksite and is called in to perform work outside his/her normal workday in order to address issues related to an event.
- B. Emergency Administration Time: From ratification of this Agreement until December 31, 2023, employees who must report to work for no less than a

continuous two (2) hour period, to the City premises or a jobsite, on a non-scheduled weekend or City observed Holiday, due to an emergency situation, as determined by the City, and cannot flex their time during the same workweek, shall earn emergency administration time at a rate of one hour earned for each hour worked during the emergency. This time shall be maintained as a bank of hours, akin to vacation and annual leave and should be used prior to the utilization of vacation and annual leave whenever possible. The emergency administration leave bank shall be subject to payout of any hours over twenty-four (24) at the employee's regular rate of pay annually in June.

The Employer's preference is that the employee flex their time during the workweek when the emergency situation occurred.

The parties recognize that those covered by this Agreement are exempt employees, and the emergency administration time is not FLSA compensatory time.

The City retains the right to determine what work must be performed and if the employee was required to report to City premises or a jobsite.

ARTICLE 23: RESERVED FOR FUTURE USE

ARTICLE 24: HOLIDAY PROVISIONS

A. The City will be closed on the following observed holidays:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| M. L. King Jr. Holiday | Thanksgiving Day |
| Presidents Day | Day after Thanksgiving |
| Good Friday | Christmas Eve |
| Memorial Day | Christmas Day |
| Fourth of July | New Year's Eve |

- B. Generally, if a Holiday falls on a Saturday, it shall be observed on the preceding Friday. If a Holiday falls on a Sunday, it shall be observed on the following Monday. However this may be adjusted as agreed upon between the City and the Union.

ARTICLE 25: CLOTHING ALLOWANCE

Suitable work wear clothing will be furnished for inclement weather for all Departments. The Employer shall also provide employees who supply their own work clothes with a clothing allowance of \$575.00 per calendar year. If the City requires a full uniform be worn, the employees who are furnished uniforms by the Employer will receive \$288.00 per calendar year for the purchase of suitable work boots or footwear. These amounts will be included in the employees' regular paychecks and paid each January.

Any employee who is newly hired, promoted into a represented classification or on a leave from work for more than 30 calendar days, during the twelve (12) calendar months prior to the issuance of the clothing allowance payment in January, shall have the clothing allowance prorated accordingly.

ARTICLE 26: VACATIONS

- A. Vacation Accrual: An employee will accrue vacation each pay period in accordance with the following schedule. Accrued vacation will be credited after the completion of the probationary period.

<u>Length of Service</u>	<u>Maximum Vacation</u>
Date of hire through five (5) years of service per year	Ten (10) working days vacation per year

Five (5) years and one day of service through eleven (11) years of service

Fifteen (15) working days vacation per year

Eleven (11) years and one day of service through eighteen (18) years of service

Twenty (20) working days vacation per year

Eighteen (18) years and one day of service and more

Twenty-five (25) working days vacation per year

- B. Use of Vacation: Vacation with pay must be taken either during the year in which the Vacation days were accrued, or during the year immediately following that in which the Vacation day were accrued.
- C. Payment in Lieu of Vacation: Employees who are entitled to a third, fourth or fifth week of Vacation may receive payment in lieu of Vacation for those Vacation periods if, at the discretion of the Employer, a Vacation cannot be granted. These employees will be notified within ten (10) days of their request for the third, fourth and/or fifth weeks of Vacation whether it will be granted in the form of Vacation or payment in lieu of Vacation.
- D. Vacation Approval: Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the Department concerned.

ARTICLE 27: RATES FOR NEW JOBS AND POSITION UPGRADE

- A. New Jobs/Positions: When a new job and/or shift of a covered position is created and cannot be properly placed in an existing Union position and pay grade, the

Employer will notify the Union prior to establishing a position and pay grade structure. In the event the Union does not agree that the job description and the pay grade are proper, they shall be subject to negotiations.

- B. Employee Position Upgrade: In the event that the responsibilities and duties of any given position increase during the time that one individual employee holds that position, but the nature of the work performed within the position remains essentially the same, then that position may be reclassified upward and shall be retained by that same employee. This provision shall not be abused so as to deny a promotional opportunity to an employee with identical or greater qualifications but more seniority. The Union shall be consulted before any such position upgrade is put into effect.
- C. Payment for Work in Higher Position(s): When a position is vacant as a result of a promotion, leave, resignation, etc., and where it is impractical to redistribute the duties of the employee on leave, a Department Director may request that a present employee from that department in a lower position, temporarily assume the duties of the employee on leave. During that time, the employee filling in will receive a salary at the base of the higher-level pay grade, except in the instance where this would result in a decrease in salary, in which case the employee would be placed at the lowest salary step which would result in an increase. In order to be eligible for this temporary change of rate, the employee temporarily filling in must assume all of the duties of the higher-level position. Payment shall not be made to an employee unless the temporary re-assignment extends to ten (10) consecutive

working days. Once the tenth consecutive work day has been completed, the City will authorize payment retroactively to the first day of the temporary assignment.

ARTICLE 28: SAFETY AND RISK MANAGEMENT COMMITTEE

The Safety Committee of employees and the Employer's representatives will be maintained and will include at least one representative from this bargaining unit and shall meet during regular daytime working hours for the purpose of making recommendations to the Employer.

ARTICLE 29: INSURANCE

The Employer will provide each full-time employee with certain choices as indicated on the flexible benefit menu. The employer will pay the premium for insurance coverage contained in this Article, to the extent required by this Agreement; but does not guarantee the payment or availability of the benefits, which are subject to legal and carrier requirements. Insurance-related benefits set forth in the previous Agreement between the parties apply until that time.

If an employee is married to another City employee, both employees must enroll at the plan level that is least costly to the City, e.g., both employees enroll at the single plan level if the two-person cost is more than twice the single plan cost.

A. INSURANCE PLAN OPTIONS

1. **Health Insurance Plan Options.** Employees shall select from among the following health insurance options during each plan year of the Agreement:

a. Base/Core Health Insurance Plan

i. In the event the City opts out of PA 152 in the calendar years covered by this Agreement, the City shall offer a base/core health insurance plan at no cost to employees. During the course of this Agreement, this plan shall be a High Deductible Health

Plan (HDHP) Health Maintenance Organization (HMO), equivalent or comparable to coverage as outlined in Appendix F, as determined by the City.

ii. The City shall provide HSA funding of \$1,400 single, \$2,800 two-person or family in each of the calendar years covered by this Agreement in equal monthly installments. The City will contribute the amount of the above-referenced annual City contributions to an HSA account for each participating employee.

1. New full-time employees hired in the course of the calendar year, upon their eligibility date for City provided health insurance until the following December 31, will receive a pro-rata contribution on a monthly basis of the above-referenced annual contribution.

iii. The foregoing provisions are subject to the IRS Code and the regulations issued thereunder and the insurance policy.

b. **Medical Buy-Up Plan Options:** Employees selecting one of the optional health insurance plans, equivalent or comparable to coverage as outlined in Appendix F, as determined by the City, shall pay the difference in cost between the core health insurance plan (including HSA contribution) and the cost of the optional plan selected. The employee's contribution shall be paid through payroll deduction.

- c. **Medicare.** Consistent with Medicare secondary payer laws, the appropriate Medicare supplemental coverage in the event that Medicare becomes the primary payer for an active employee or an active employee's spouse or beneficiary. The Employer reserves the right to adjust all health care coverages to reasonably respond to changes in Medicare or other governmental programs.
- d. **Cash Rebate.** Employees who receive health or dental insurance have the option to be paid \$275.00 per month if they elect not to receive health insurance from the Employer, and \$25.00 per month if they elect not to receive the dental insurance provided by the Employer. Proof of alternate insurance will be required to receive payment in lieu of coverage. Eligible employees may elect to switch from payment to coverage or vice versa no more than once a year (during the open enrollment period) with the exception of an emergency situation such as involuntary loss of coverage under which circumstances the employee's coverage will be reinstated as soon as permitted by the insurance carrier. If in such an emergency situation, the employee purchases benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employer will reimburse the employee for the cost of this COBRA coverage until the employee can obtain coverage through the Employer's health and dental plans.
- e. Dependent eligibility for health care will end as of the month following age 26.

f. In the event the City does not opt out of PA 152 in calendar years covered by the term of this Agreement, the Union shall have the right to re-open the contract for negotiations with respect to two issues: 1) the health insurance plan to be provided to the unit members; and 2) Wages. The Union will provide a written notice at least 10 days in advance of the contract re-opener.

2. **Dental Insurance Plan Options.** Employees shall select from among the following dental insurance options during each plan year of the Agreement:
 - a. **Base/Core Plan:** The City shall offer a core dental plan, equivalent or comparable to coverage as outlined in Appendix F, as determined by the City.
 - b. **Buy-Up Dental Option:** The City shall offer a “buy-up” plan. Employees selecting the buy-up dental plan shall pay the difference in cost between the core dental plan and the cost of the optional buy-up plan. The employee’s contribution shall be paid through payroll deduction.
3. **Vision Insurance Plan:** The City shall offer a vision plan, equivalent or comparable to coverage as outlined in Appendix F, as determined by the City.
4. **Short-term disability insurance:** The City shall offer short-term disability (STD) which shall provide 66 2/3% of the disabled employee’s base wage income provided by Employer, to a maximum of \$1,000 dollars per week, beginning the first day in case of an accident and the eighth day in case of

illness. A disabled employee is eligible for short-term disability up to a maximum of 180 days after the accident or the commencement of the illness.

a. A partial disability benefit that supplements work earnings to an amount not to exceed 100% of covered pre-disability income, minus applicable off-sets, will be provided when the employee is able to work while disabled subject to carrier requirements.

5. **Long-term disability insurance:** The City shall offer long-term disability (LTD) which shall provide 60% of the disabled employee's base wage income provided by the Employer to a maximum of \$4,000 per month, beginning with the 181st day of disability and ending on the earlier of the date the person is no longer considered disabled by the insurance carrier or when the maximum benefit period is reached. The maximum benefit period is described in the City's group disability insurance certificate.

a. The City will pay the applicable premiums for LTD insurance, however, the employee will be responsible for income tax on the value of those premiums, so that any benefits to the employee will not be subject to income taxes as permitted by applicable income tax rules.

6. **Term Life Insurance Coverage:** The City shall offer term life insurance with a benefit equal to the nearest \$1,000 increment, greater than the employee's base wage, to a maximum of \$60,000 (the premium on a benefit in excess of \$50,000 is taxable to the employee per Internal Revenue Code Section 79).

7. **Accidental Death and Disability Insurance:** The City shall offer Accidental Death and Disability (AD&D) Insurance coverage to a maximum of \$50,000.
8. If during the course of this term of this Agreement, there is a question as to the comparability of a potential insurance coverage, the City shall convene a committee to review the proposed comparable insurance plans and carriers, when competitive proposals are received, to evaluate and determine the comparability of plans for consideration. The committee shall include a single representative from the Union, as appointed by the Chair or designee. The Committee shall include a single representative from each employee group (i.e. each bargaining unit with active participants in the plan, the general non-represented employee group and administration) who have an equal voice in the determination of the comparability of the coverage being reviewed. The committee shall be facilitated by the City's Human Resources Director or designee, and may include the City's CFO or designee.

B. **RETIREE HEALTH INSURANCE**

The City shall deduct an employee contribution to the employee's RHS participant account of one percent (1.0%) of gross wages per pay on a pre-tax basis and the City shall make a four percent (4.0%) contribution to the RHS participant account.

The employee will be 50% vested upon the completion of thirty-six (36) months of credited service, 75% vested upon the completion of forty-eight (48)

months of credited service, and 100% vested in their RHS participant account upon sixty (60) months of eligible service with the City of Rochester Hills.

An employee who retires from the City (Retired Employee) may elect to continue Health Insurance, as may be in effect, at group rates, for the Retired Employee and his/her Spouse and/or Dependent(s) under the City's Retiree Health Benefit Program. The following is a summary of the terms and conditions that apply to this program as of the effective date of this Agreement.

1. On the date of retirement, the retired employee must have attained a minimum of 55 years of age and five (5) years of service.
2. Health Insurance, as used herein shall mean medical, vision, prescription, and/or dental insurance that may be offered by the City's group insurance carriers to the Retired Employee and his/her spouse and/or dependent(s) at the date of retirement.

Spouse and Dependent(s), as used herein, shall mean the Retired Employee's spouse and dependent(s) as may be eligible for Health insurance as of the date of retirement, under the terms and conditions of an applicable group Health Insurance plan.¹

3. The Retired employee, his/her spouse and/or dependent(s) will not be eligible for the City's group Health Insurance if the retiree fails to enroll within 45 days of retirement.

¹ The right to purchase health insurance as may be in effect at group rates does not apply to retirees who were hired after December 31, 2010, their spouses and/or dependents or employees who retire and are receiving or are eligible to receive Medicare after December 31, 2010, their spouses and dependents.

4. Those employees who meet eligibility requirements for the City's Supplemental Retiree Health Benefit as of January 1, 2001 shall receive an amount established as of that date toward applicable health insurance premiums upon retirement. Applicable health insurance premiums may include the City sponsored health care plans or the reimbursement of individual Medicare advantage plans.
5. Once any Supplemental Benefit is applied, the balance of all premiums for group health insurance must be paid from the retiree's Retiree Health Care Funding Plan (RHS) account or by the retired employee or surviving spouse to the City one month in advance of the City's regular monthly premium due date, at group rates as may be established by the applicable insurance carriers.
6. Depending on availability, medical plans for retirees under age 65 will be comparable to one or more medical plan options available to active employees. However, prescription plans and co-pays may differ from those available to active employees.
7. Retirees under age 65 who enroll in the health plan offered by the City must utilize a City retirement related account to fund a portion of monthly premium costs.
8. Once eligible for Medicare, retired employees, their spouses and dependents will no longer be eligible to purchase medical insurance at City group rates.

9. The continuation of Health Insurance for the Retired Employee's Spouse and/or Dependent(s) is conditioned upon the Retired Employee's election to continue Health Insurance at the time of retirement and, after election, may be continued for the Retired Employee's Spouse and/or Dependent(s) until such time as the Retired Employee ceases to participate in the Health Insurance, through non-payment of premiums, loss of eligibility for coverage or otherwise subject to the following exception: if the Retired Employee dies leaving a surviving Spouse who was covered on the date of retirement, that surviving Spouse may continue Health Insurance subject to terms and conditions specified in the City's Retiree Health Benefit Program. Qualified dependents (generally dependents under 18 or 24 years of age if a full-time student) may receive Health Insurance only during the life of the surviving spouse.
10. No Retired Employee, Spouse and/or Dependent(s) has the right to require the City to continue to offer any particular Health Insurance after the Employee's retirement for any particular duration, it being expressly acknowledged and understood that Health Insurance, as may be offered to the Retired Employee, Spouse and/or Dependent(s) at the date of the employee's retirement may be thereafter modified, amended, suspended or terminated by the City, and that the premium costs for health insurance may change at any time.
11. The Retired Employee, Spouse and/or Dependent(s) shall be entitled to any rights as may be afforded under COBRA, in accordance with applicable

federal law, and the City makes no promises or guarantees in connection therewith.

C. WELLNESS PROGRAM

Bargaining unit employees may participate in any Employer-sponsored health and wellness program under the same terms and conditions that apply to other City employees.

ARTICLE 30: WORKERS' COMPENSATION

On-the-Job Injury: Each employee will be covered by the applicable Workers' Compensation laws. In addition, each employee will be provided with paid health insurance coverage for 18 months after the injury if the employee is simultaneously receiving Workers' Compensation income. While receiving Workers' Compensation Benefits, Vacation and Annual Leave may not be used and will not accrue.

ARTICLE 31: RATIFICATION AND TERMINATION

This Agreement shall be effective January 1, 2022 through December 31, 2025.

This Agreement shall remain in full force and effect except as provided below until December 31, 2025 and thereafter shall automatically be renewed from year to year unless either party shall notify the other in writing 180 days prior to the anniversary date that it desires to modify this Agreement.

In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

The Union agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety and final action of such ratification shall be taken.

ARTICLE 32: SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee covered under this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

A special conference shall be held within ten (10) working days with the employee affected by this provision to discuss the provision in question that may be invalid.

ARTICLE 33: MAINTENANCE OF STANDARDS

It is the intent of the Employer to maintain and promote a high standard for all conditions of employment and to improve the standards whenever and wherever possible.

It is the Union's intent to have all bargaining unit employees maintain and promote a high standard of efficiency on their assignments and to improve whenever and wherever possible.

ARTICLE 34: ZIPPER CLAUSE

This Agreement constitutes the final understanding of the parties as to every issue that was or could have been the subject of bargaining during these negotiations. Neither party shall be required to bargain with the other during the course of this Agreement except with regard to the creation of new positions, as elsewhere provided in this Agreement.

The parties to this Agreement recognize that under the Special Conference provision modifications to this contract can be made by the mutual agreement of both parties.

Any provision of this Agreement reopened shall remain in full force and effect until such time as an agreement is reached on replacement language.

APPENDIX A: WAGES

1. Exempt Status

All positions covered by this Agreement will be exempt, salaried positions.

2. Pay Schedule

The City maintains a unified pay schedule. A starting rate for the positions in the future will be at step 1 of the appropriate pay grade, unless it would result in pay that is not competitive with the employee's former rate of pay or a competing offer of employment.

3. General Adjustments

The Employer agrees to pay a two and three-quarter percent (2.75%) across the board wage increase effective on December 20, 2021.

The Employer agrees to pay a two and three-quarter percent (2.75%) across the board wage increase effective the first payroll period in 2023, beginning on December 19, 2022.

The Employer agrees to pay a two and three-quarter percent (2.75%) across the board wage increase effective the first payroll period in 2024, beginning on December 18, 2023.

The Employer agrees to a wage reopener to negotiate an across the board wage increase effective the later of the first payroll period in 2025 or the first payroll period following full ratification of the negotiated wage reopener. The wage reopener will be limited to discussion and negotiation of the 2025 across the board wage increase, except where otherwise required under the terms of this Agreement.

The Employer agrees to pay a ratification bonus of one thousand dollars (\$1,000.00), less applicable withholdings, to all members of the bargaining unit who are active on the payroll as of January 3, 2022.

4. Pay Step Increases

Pay step adjustments within the pay schedule will occur annually, subject to annual review, beginning with the first pay period in July.

Step increases are subject to documented satisfactory performance. Subsequent step advancement within a pay grade will be based on the completion of annual service intervals, as well as upon verification of satisfactory service. Step increases are not automatic, but are granted only on the recommendation of the employee's immediate supervisor with the approval of the Human Resources Director or designee.

5. New Hires

Newly hired employees must satisfactorily complete their initial probationary period (as provided in Article 11) in order to be eligible for a step increase. The newly hired employee will be eligible for a step increase subject to the first annual review following the completion of the employee's probationary period.

6. Promotions

Newly promoted employees must satisfactorily complete their trial period (as provided in Article 17) in order to be eligible for a step increase. The newly promoted employee will be eligible for a step increase subject to successful completion of the employee's trial period.

7. Longevity

In addition, a premium hourly wage will be paid to all employees, hired on or before December 31, 2017, who have completed at least five (5) years of service with the Employer. Those employees will be paid an hourly wage which is greater than the prevailing wage rate by the following percentages:

Starting at employee's 5 year anniversary	1 + ½ %
Starting at employee's 8 year anniversary	3 + ½ %
Starting at employee's 11 year anniversary	4 %
Starting at employee's 14 year anniversary	4 + ½ %
Starting at employee's 17 year anniversary	5 + ½ %

Employees hired as of January 1, 2018 are ineligible to receive longevity either in addition to their base wage or as a lump sum payment.

8. Pay Grades

All positions within the bargaining unit are placed on the unified salary scheduled at the appropriate Pay Grade.

New Pay Grade	Position Title	Dept/Div
120	Field Services Manager	DPS
121	Facilities Manager	BOF-Fac
121	Fleet Manager	DPS-Fleet
121	Grounds Maintenance Manager	PNR-Grounds
121	Inspection Services Manager	BOF
121	Museum Manager	PNR-Museum
121	Natural Resources Manager	PNR
121	Ordinance Manager	BOF-Ord
121	Parks Manager	PNR
121	Roads & Pathway Ops Manager	DPS-Trans
122	Water & Sewer Ops Manager	DPS-W/S

9. Wage Tables:

**2022 Salary Schedule
2.75% General Adjustment
Effective December 20, 2021**

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M
120	\$40,733	\$41,956	\$43,215	\$44,512	\$45,846	\$47,222
	\$84,725	\$87,268	\$89,887	\$92,585	\$95,360	\$98,222
121	\$44,807	\$46,152	\$47,535	\$48,961	\$50,431	\$51,943
	\$93,199	\$95,996	\$98,873	\$101,839	\$104,896	\$108,041
122	\$47,943	\$49,383	\$50,862	\$52,389	\$53,961	\$55,580
	\$99,721	\$102,717	\$105,793	\$108,969	\$112,239	\$115,606

**2023 Salary Schedule
2.75% General Adjustment
Effective December 19, 2022**

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M
120	\$41,853	\$43,110	\$44,403	\$45,736	\$47,107	\$48,521
	\$87,054	\$89,669	\$92,358	\$95,131	\$97,983	\$100,924
121	\$46,039	\$47,421	\$48,842	\$50,307	\$51,818	\$53,371
	\$95,761	\$98,636	\$101,591	\$104,639	\$107,781	\$111,012
122	\$49,261	\$50,741	\$52,261	\$53,830	\$55,445	\$57,108
	\$102,463	\$105,541	\$108,703	\$111,966	\$115,326	\$118,785

**2024 Salary Schedule
2.75% General Adjustment
Effective December 18, 2023**

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6M
120	\$43,004	\$44,296	\$45,624	\$46,994	\$48,402	\$49,855
	\$89,448	\$92,136	\$94,898	\$97,748	\$100,676	\$103,698
121	\$47,305	\$48,725	\$50,185	\$51,690	\$53,243	\$54,839
	\$98,394	\$101,348	\$104,385	\$107,515	\$110,745	\$114,065
122	\$50,616	\$52,136	\$53,698	\$55,310	\$56,970	\$58,678
	\$105,281	\$108,443	\$111,692	\$115,045	\$118,498	\$122,050

Employee Deductions from Pay

Effective with the pay period beginning November 18, 2013, any applicable union dues and other employee authorized deductions from pay for life insurance and AFLAC shall be deducted on a monthly basis (schedule to be determined). Deductions for health care shall be made in bi-monthly equal payments (first two pays of the month).

APPENDIX B: PENSION

The Employer will make a mandatory pre-tax contribution of fifteen (15.0%) of the employee's total gross wages into the employee's pension account. The employees will pay four percent (4.0%) of their total gross wages into their pension accounts. Regular, full-time employees shall become 50% vested upon the completion of thirty-six (36) months of credited service and 75% vested upon the completion of forty-eight (48) months of credited service, and 100% vested in employer contributions to their pension accounts upon the completion of 60 months of credited service. Employees shall be immediately 100% vested in employee contributions to their pension accounts.

A re-hired vested employee shall participate in the pension plan in the same manner as if there had been no break in service. A re-hired non-vested employee shall participate in the pension plan upon satisfactory completion of the probationary period.

APPENDIX C: RETIREE INCENTIVE SAVINGS PLAN

During the term of this Agreement, on a calendar year basis, the City will pay on or about the second pay in January of each year, a matching contribution to the account of any Local 1917 bargaining unit member in the amount of one dollar for each dollar voluntarily contributed by the member (minimum of \$100 annual contribution) into the City sponsored IRC §457 tax deferred compensation plan up to a maximum City contribution of two (2%) percent of the member's gross wages.

This retiree plan contribution only applies to employees employed by the City on December 31, 2000. However, an employee who was employed by the City on December 31, 2000 and subsequently separates employment must have been rehired to a full-time position by December 31, 2006 and have satisfactorily completed a probationary period to have this benefit reinstated.

APPENDIX D: PUBLIC ACT NO. 436 OF 2012

An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, shall be allowed to reject, modify or terminate the collective bargaining agreement as provided in the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575. The parties agree that the above language is required by Section 15(7) of the Public Employment Relations Act and was not negotiated by the parties.

APPENDIX E: POLICY FOR NON-FMLA QUALIFYING EXTENDED LEAVES OF ABSENCE

I. Extended Leaves of Absence

Leaves of absence for circumstances that do not qualify under the Family and Medical Leave Act (FMLA) may be granted as specified below. Such leaves of absence should be requested as soon as the employee is aware of the need for time off or at least 30-days in advance, except under emergency circumstances. Authorization of such leave may be subject to verification and will be at the discretion of the Department Director and subject to review by Human Resources and approval by the Mayor. The City's determination as to an employee's eligibility for leave shall be final.

Leaves under this policy shall be for the duration provided below, subject to extension where indicated. Any extension, and the length of such extension, is subject to approval at the sole discretion of the City.

1. **Care Giver Leave:** To allow an employee to care for a relative or person with whom the employee has a close relationship similar to that of a family member, not qualifying under the FMLA, for up to 60 calendar days; subject to extension. Periodic verification of the ongoing need for such care may be required by the City. The employee may be required to provide proof of relation or similar close relationship.
2. **Elected/Appointed Official:** To serve in an elected or appointed public position for a term of office not to exceed two years.
3. **Educational Leave:** To attend a post-high school degree or certificate program on a full-time basis for up to six-months.

4. **Non-Emergency Personal Leave:** To attend to serious matters which require the employee's absence from work and/or would interfere with the performance of the employee's duties if the leave were not granted. The employee must request non-emergency leave as soon as possible, but in no event less than thirty (30) days in advance. Duration: Up to 30 calendar days; subject to extension.
5. **Emergency Leave:** To attend to serious matters which arise without notice and require the employee's absence from work and/or would interfere with the performance of the employee's duties if the leave were not granted. The employee must request emergency leave prior to the start of their next work shift or as soon thereafter as possible. The City will promptly advise the employee as to the status of their request. Duration: Up to 30 calendar days; subject to extension.
6. **Union Official Leave:** Serving in an appointed position with the Council or International Union. Duration of term not to exceed two (2) years.

II. Compensation during Extended Leaves of Absence

Use of Accrued Time

Leaves under this policy are unpaid, except to the extent that accrued compensatory, vacation or annual leave are applied concurrently. Employees who are granted leaves of absence under this policy must exhaust all compensatory time and vacation prior to the use of more than two unpaid leave days. Employees may, but are not required to, exhaust or use annual leave in connection with leaves under this policy.

An Employee on a leave under this policy will continue to accrue annual and vacation time so long as the employee is using compensatory time, vacation and/or annual leave and, as a result, is receiving wages directly from the City. Annual and vacation time

will cease to accrue as of the first pay period during which the employee does not receive wages directly from the City.

Benefit Contributions

Pension contributions by the City will continue while an employee is on a leave under this policy, so long as the employee is using compensatory time, vacation and/or annual leave, as a result, is receiving wages directly from the City. Any applicable employee contributions shall be deducted from wages. Pension contributions by the City will cease as of the first pay period when the employee ceases to use compensatory time, vacation and/or annual leave and, as a result, is no longer receiving wages directly from the City.

Any contributions by the City toward health, life and disability insurance will continue while an employee is on a leave under this policy so long as the employee is using compensatory time, vacation and/or annual leave and, as a result, is receiving wages directly from the City. Any applicable employee contributions shall be deducted from wages.

Any contributions by the City toward health, life and disability insurance shall cease the first of the month following one full month in which the employee ceases to use compensatory time, vacation and/or annual leave and, as a result, is no longer receiving wages directly from the City. In the event that City contributions cease, health insurance may be continued during a leave under this policy, with premiums paid by the employee under COBRA provisions. Life and disability insurance coverage will be suspended, subject to reinstatement when the employee returns from leave.

III. Employees Working a Reduced Schedule While on Leave

An employee on a leave under this policy may be permitted to work a reduced schedule if a reduced work schedule is desired by the employee and approved by the City. The duration limits described in Section I shall apply to a reduced schedule leave. The employee must exhaust compensatory and vacation time to supplement earnings up to regular base pay. Employees may, but are not required to, exhaust or use annual leave.

Benefits associated with the employee's regular full-time position will be continued provided the employee utilizes sufficient accrued leave to supplement earnings to receive their regular base weekly pay, or the employee is actively working a minimum of 30 hours per week.

An employee authorized to work a reduced schedule under this policy will be temporarily reclassified to a part-time status as of the first of the month following the first pay period where insufficient compensatory time, vacation and/or annual leave are available to receive regular base weekly wages, or the employee is unable to work a minimum of 30 hours per week.

In the event that City contributions cease, health insurance may be continued while working in a part-time status, fewer than 30 hours per week, under this policy, with premiums paid by the employee under COBRA provisions. Any remaining accrued leave balances will be frozen; and life and disability insurance coverage will be suspended, subject to reinstatement when the employee returns from leave to full-time status.

IV. Return to Regular Full-Time Status from Part-Time Leave

Upon return from a leave under this policy, the employee may be reinstated to their regular position or reassigned to a comparable full-time position, if such a position is available. There is no guarantee of reinstatement.

The employee will be immediately eligible for benefits and accruals discontinued under this policy (subject to legal and insurance carrier requirements) upon return from leave to regular full-time employment status.

APPENDIX F: INSURANCE PLAN OPTIONS

Base/Core Health Insurance Plan (Page 1 of 2)

Health Care Services	In-Network	Out-of-Network	Limitations
Plan Attributes			
Benefit Period	Calendar Year		
Annual Deductible	\$1,500 Self Only; \$3,000 Family If more than one person is covered under the plan, all family members must collectively meet the family coverage amounts.	N/A	Deductible does not include copays or coinsurance. Deductible applies to the annual Out-of-Pocket Maximum.
Coinsurance	20%	N/A	Coinsurance applies towards the Annual Out-of-Pocket Maximum
Annual Coinsurance Maximum	N/A	N/A	
Annual Out-of-Pocket Maximum	\$3,000 Self Only; \$6,000 Family If more than one person is covered under the plan, all family members must collectively meet the family coverage amounts.	N/A	These values do not accumulate: Premiums, balance-billed charges, and health care this plan doesn't cover. All other cost sharing accumulates unless otherwise specified.
Preventive Services			
Office Visit / Physical Exam / Well Baby Exam	Covered - Deductible does not apply	N/A	
Related Laboratory and Radiology Services	Covered - Deductible does not apply	N/A	
Pap Smear, Mammogram, Tubal Ligation	Covered - Deductible does not apply	N/A	
Immunizations	Covered - Deductible does not apply	N/A	
Outpatient & Physician Services			
Primary Care Office Visit	20% Coinsurance after deductible	N/A	
Telehealth Visit	20% Coinsurance after deductible	N/A	Through our contracted telehealth services provider.
Specialist Office Visit	20% Coinsurance after deductible	N/A	
Routine Audiology Exam	Covered - Deductible does not apply	N/A	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Routine Eye Exam	Covered - Deductible does not apply	N/A	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Chiropractic Services	20% Coinsurance after deductible	N/A	Manipulation of the spine for subluxation only. Up to 20 visits per benefit period.
Allergy Treatment	20% Coinsurance after deductible	N/A	
Allergy Injections	20% Coinsurance after deductible	N/A	
Laboratory & Pathology	20% Coinsurance after deductible	N/A	Some services require preauthorization.
Imaging MRI, CT & PET Scans	20% Coinsurance after deductible	N/A	Services require preauthorization.
Radiology (X-ray)	20% Coinsurance after deductible	N/A	Some services require preauthorization.
Radiation Therapy & Chemotherapy	20% Coinsurance after deductible	N/A	
Dialysis	20% Coinsurance after deductible	N/A	
Outpatient Medical Drugs	20% Coinsurance after deductible	N/A	
Outpatient Surgical Services			
Outpatient Surgery	20% Coinsurance after deductible	N/A	
Ambulatory Surgical Center	20% Coinsurance after deductible	N/A	
Professional Surgical and Related Services	20% Coinsurance after deductible	N/A	
Emergency/Urgent Care			
Urgent Care	20% Coinsurance after deductible		
Emergency Room Care	20% Coinsurance after deductible		
Emergency Medical Transportation	20% Coinsurance after deductible		Emergency transport only.
Inpatient Hospital Services			
Facility Fee	20% Coinsurance after deductible	N/A	
Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	20% Coinsurance after deductible	N/A	
Bariatric Surgery and Related Services	20% Coinsurance after deductible	N/A	One procedure per lifetime

Base/Core Health Insurance Plan (Page 2 of 2)

Maternity Services			
Prenatal Office Visits	Covered - Deductible does not apply	N/A	Covered under Preventive Services
Postnatal Office Visits	20% Coinsurance after deductible	N/A	
Labor Delivery and Newborn Care	See Inpatient Hospital Services	N/A	
Mental Health & Substance Use Disorder			
Inpatient Services	See Inpatient Hospital Services	N/A	
Outpatient Services	20% Coinsurance after deductible	N/A	
Other Services			
Home Health Care	20% Coinsurance after deductible	N/A	Does not include Rehabilitation Services. Unlimited.
Hospice Care	20% Coinsurance after deductible	N/A	Up to 210 days per lifetime.
Skilled Nursing Care	20% Coinsurance after deductible	N/A	Covered for authorized services. Up to 730 days. Maximum benefit renews after 60 days of nonconfinement.
Durable Medical Equipment; Prosthetics & Orthotics	50% Coinsurance after deductible	N/A	Covered for approved equipment only.
Hearing Aid Hardware	\$0 Copay per Hearing Aid for Value Technology Hearing Aids after deductible \$689 Copay per Hearing Aid for Basic Technology Hearing Aids after deductible \$989 Copay per Hearing Aid for Prime Technology Hearing Aids after deductible \$1,539 Copay per Hearing Aid for Advanced Technology Hearing Aids after deductible \$2,039 Copay per Hearing Aid for Premium Technology Hearing Aids after deductible	N/A	Through a NationsHearing Provider only. Limited to 2 Hearing Aids per Benefit Period. Copays do not count toward the Out-of-Pocket Limit.
Rehabilitation Services: Physical, Occupational, and Speech Therapy	20% Coinsurance after deductible	N/A	May be rendered at home. Up to 60 combined visits per benefit period.
Habilitation Services: Physical, Occupational, and Speech Therapy	20% Coinsurance after deductible	N/A	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Applied Behavioral Analysis	20% Coinsurance after deductible	N/A	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Voluntary Sterilizations	See Outpatient Surgical Services	N/A	Limited to vasectomy.
Infertility Services	20% Coinsurance after deductible	N/A	Services for diagnosis, counseling, and treatment of bodily disorders causing infertility. Covered for authorized services only.
Assisted Reproductive Technologies	20% Coinsurance after deductible	N/A	One attempt per lifetime
Temporomandibular Joint Disorder	20% Coinsurance after deductible	N/A	Coverage for non-invasive treatments only.
Pharmacy (Affiliated pharmacy providers only)			
Preferred Generic Drugs	\$10 Copay 30 day supply, \$20 Copay 90 day supply after deductible		A 90-day supply of non-maintenance drugs must be filled at our designated mail order pharmacy. Other exclusions & limitations may apply.
Non-Preferred Generic Drugs	\$10 Copay 30 day supply, \$20 Copay 90 day supply after deductible		
Preferred Brand Drugs	\$20 Copay 30 day supply, \$40 Copay 90 day supply after deductible		Certain specialty drugs may be approved for 60 or 90 days. In this case, if a copay or max is shown for specialty drugs, you will pay two times that amount for up to 60 days, three times that amount for up to 90 days.
Non-Preferred Brand Drugs	\$40 Copay 30 day supply, \$80 Copay 90 day supply after deductible		
Preferred Specialty Drugs	\$40 Copay 30 day supply at specialty pharmacy only after deductible		
Non-Preferred Specialty Drugs	\$40 Copay 30 day supply at specialty pharmacy only after deductible		

Buy-Up Health Insurance Plan Option 1 (Page 1 of 2)

Health Care Services	In-Network	Out-of-Network	Limitations
Plan Attributes			
Benefit Period	Calendar Year		
Annual Deductible	\$0 Individual; \$0 Family	N/A	
Coinsurance	0%	N/A	
Annual Coinsurance Maximum	N/A	N/A	
Annual Out-of-Pocket Maximum	\$6,600 Individual; \$13,200 Family	N/A	These values do not accumulate: Premiums, balance-billed charges, and health care this plan doesn't cover. All other cost sharing accumulates unless otherwise specified.
Preventive Services			
Office Visit / Physical Exam / Well Baby Exam	Covered	N/A	
Related Laboratory and Radiology Services	Covered	N/A	
Pap Smear, Mammogram, Tubal Ligation	Covered	N/A	
Immunizations	Covered	N/A	
Outpatient & Physician Services			
Primary Care Office Visit	\$15 Copay	N/A	
Telehealth Visit	\$15 Copay	N/A	Through our contracted telehealth services provider.
Specialist Office Visit	\$15 Copay	N/A	
Routine Audiology Exam	Covered	N/A	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Routine Eye Exam	Covered	N/A	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Chiropractic Services	\$15 Copay	N/A	Manipulation of the spine for subluxation only. Up to 20 visits per benefit period.
Allergy Treatment	Covered	N/A	
Allergy Injections	Covered	N/A	
Laboratory & Pathology	Covered	N/A	Some services require preauthorization.
Imaging MRI, CT & PET Scans	Covered	N/A	Services require preauthorization.
Radiology (X-ray)	Covered	N/A	Some services require preauthorization.
Radiation Therapy & Chemotherapy	Covered	N/A	
Dialysis	Covered	N/A	
Outpatient Medical Drugs	Covered	N/A	
Outpatient Surgical Services			
Outpatient Surgery	25% Coinsurance	N/A	Coinsurance Maximum \$1,000 Individual; \$2,000 Family.
Ambulatory Surgical Center	25% Coinsurance	N/A	Coinsurance Maximum \$1,000 Individual; \$2,000 Family.
Professional Surgical and Related Services	Covered	N/A	
Emergency/Urgent Care			
Urgent Care	\$35 Copay		
Emergency Room Care	\$75 Copay		Copay will be waived if admitted
Emergency Medical Transportation	Covered		Emergency transport only.
Inpatient Hospital Services			
Facility Fee	25% Coinsurance	N/A	Coinsurance Maximum \$1,000 Individual; \$2,000 Family.
Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	Covered	N/A	
Bariatric Surgery and Related Services	25% Coinsurance	N/A	One procedure per lifetime; Coinsurance Maximum \$1,000 Individual; \$2,000 Family.

Buy-Up Health Insurance Plan Option 1 (Page 2 of 2)

Maternity Services			
Prenatal Office Visits	Covered	N/A	Covered under Preventive Services
Postnatal Office Visits	\$15 Copay	N/A	
Labor Delivery and Newborn Care	See Inpatient Hospital Services	N/A	Coinsurance Maximum \$1,000 Individual; \$2,000 Family.
Mental Health & Substance Use Disorder			
Inpatient Services	See Inpatient Hospital Services	N/A	Coinsurance Maximum \$1,000 Individual; \$2,000 Family.
Outpatient Services	\$15 Copay	N/A	
Other Services			
Home Health Care	Covered	N/A	Does not include Rehabilitation Services. Unlimited.
Hospice Care	Covered	N/A	Up to 210 days per lifetime.
Skilled Nursing Care	Covered	N/A	Covered for authorized services. Up to 730 days. Maximum benefit renews after 60 days of nonconfinement.
Durable Medical Equipment, Prosthetics & Orthotics	50% Coinsurance	N/A	Covered for approved equipment only.
Hearing Aid Hardware	\$0 Copay per Hearing Aid for Value Technology Hearing Aids \$689 Copay per Hearing Aid for Basic Technology Hearing Aids \$989 Copay per Hearing Aid for Prime Technology Hearing Aids \$1,539 Copay per Hearing Aid for Advanced Technology Hearing Aids \$2,039 Copay per Hearing Aid for Premium Technology Hearing Aids	N/A	Through a NationsHearing Provider only. Limited to 2 Hearing Aids per Benefit Period. Copays do not count toward the Out-of-Pocket Limit.
Rehabilitation Services: Physical, Occupational, and Speech Therapy	\$15 Copay	N/A	May be rendered at home. Up to 60 combined visits per benefit period.
Habilitation Services: Physical, Occupational, and Speech Therapy	\$15 Copay	N/A	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Applied Behavioral Analysis	\$15 Copay	N/A	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Voluntary Sterilizations	25% Coinsurance	N/A	Limited to vasectomy. Coinsurance Maximum \$1,000 Individual; \$2,000 Family.
Infertility Services	Covered	N/A	Services for diagnosis, counseling, and treatment of bodily disorders causing infertility. Covered for authorized services only.
Assisted Reproductive Technologies	Covered	N/A	One attempt per lifetime
Temporomandibular Joint Disorder	Covered	N/A	Coverage for non-invasive treatments only.
Pharmacy (Affiliated pharmacy providers only)			
Preferred Generic Drugs	\$10 Copay 30 day supply, \$20 Copay 90 day supply		A 90-day supply of non-maintenance drugs must be filled at our designated mail order pharmacy. Other exclusions & limitations may apply.
Non-Preferred Generic Drugs	\$10 Copay 30 day supply, \$20 Copay 90 day supply		
Preferred Brand Drugs	\$20 Copay 30 day supply, \$40 Copay 90 day supply		Certain specialty drugs may be approved for 60 or 90 days. In this case, if a copay or max is shown for specialty drugs, you will pay two times that amount for up to 60 days, three times that amount for up to 90 days.
Non-Preferred Brand Drugs	\$40 Copay 30 day supply, \$80 Copay 90 day supply		
Preferred Specialty Drugs	\$40 Copay 30 day supply at specialty pharmacy only		
Non-Preferred Specialty Drugs	\$40 Copay 30 day supply at specialty pharmacy only		

Buy-Up Health Insurance Plan Option 2 (Page 1 of 2)

Health Care Services	In-Network	Out-of-Network	Limitations
Plan Attributes			
Benefit Period	Calendar Year		
Annual Deductible	\$1,500 Self Only; \$3,000 Family If more than one person is covered under the plan, all family members must collectively meet the family coverage amounts.	\$3,000 Self Only; \$6,000 Family If more than one person is covered under the plan, all family members must collectively meet the family coverage amounts.	Deductible does not include copays or coinsurance. In and Out-of-Network deductibles accumulate separately. Deductible applies to the annual Out-of-Pocket Maximum.
Coinsurance	20%	40%	Coinsurance applies towards the Annual Out-of-Pocket Maximum
Annual Coinsurance Maximum	N/A	N/A	
Annual Out-of-Pocket Maximum	\$2,000 Self Only; \$4,000 Family If more than one person is covered under the plan, all family members must collectively meet the family coverage amounts.	\$4,000 Self Only; \$8,000 Family If more than one person is covered under the plan, all family members must collectively meet the family coverage amounts.	These values do not accumulate: premiums, balance-billed charges, and health care this plan doesn't cover. All other cost sharing accumulates unless otherwise specified. In and Out-of-Network Out-of-Pocket Maximums accumulate separately.
Preventive Services			
Office Visit / Physical Exam / Well Baby Exam	Covered - Deductible does not apply	Not Covered	
Related Laboratory and Radiology Services	Covered - Deductible does not apply	Not Covered	
Pap Smear, Mammogram, Tubal Ligation	Covered - Deductible does not apply	Not Covered	Tubal ligation is covered Out-of-Network; see Voluntary Sterilizations for Out-of-Network Cost-Sharing.
Immunizations	Covered - Deductible does not apply	Not Covered	
Outpatient & Physician Services			
Primary Care Office Visit	20% Coinsurance after deductible	40% Coinsurance after deductible	
Telehealth Visit	20% Coinsurance after deductible	Not Covered	Through our contracted telehealth services provider.
Specialist Office Visit	20% Coinsurance after deductible	40% Coinsurance after deductible	
Routine Audiology Exam	Covered - Deductible does not apply	Not Covered	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Routine Eye Exam	Covered - Deductible does not apply	Not Covered	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Chiropractic Services	20% Coinsurance after deductible	40% Coinsurance after deductible	Manipulation of the spine for subluxation only. Up to 20 visits per benefit period (Combined In and Out-of-Network).
Allergy Treatment	20% Coinsurance after deductible	40% Coinsurance after deductible	
Allergy Injections	20% Coinsurance after deductible	40% Coinsurance after deductible	
Laboratory & Pathology	20% Coinsurance after deductible	40% Coinsurance after deductible	Some services require preauthorization.
Imaging MRI, CT & PET Scans	20% Coinsurance after deductible	40% Coinsurance after deductible	Services require preauthorization.
Radiology (X-ray)	20% Coinsurance after deductible	40% Coinsurance after deductible	Some services require preauthorization.
Radiation Therapy & Chemotherapy	20% Coinsurance after deductible	40% Coinsurance after deductible	
Dialysis	20% Coinsurance after deductible	40% Coinsurance after deductible	Out-of-Network benefits are not covered unless Prior Authorized.
Outpatient Medical Drugs	20% Coinsurance after deductible	40% Coinsurance after deductible	
Outpatient Surgical Services			
Outpatient Surgery	20% Coinsurance after deductible	40% Coinsurance after deductible	
Ambulatory Surgical Center	20% Coinsurance after deductible	40% Coinsurance after deductible	
Professional Surgical and Related Services	20% Coinsurance after deductible	40% Coinsurance after deductible	
Emergency/Urgent Care			
Urgent Care	20% Coinsurance after In-Network Deductible		
Emergency Room Care	20% Coinsurance after In-Network Deductible		
Emergency Medical Transportation	20% Coinsurance after In-Network Deductible		Emergency transport only.
Inpatient Hospital Services			
Facility Fee	20% Coinsurance after deductible	40% Coinsurance after deductible	
Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	20% Coinsurance after deductible	40% Coinsurance after deductible	
Bariatric Surgery and Related Services	Not Covered	Not Covered	

Buy-Up Health Insurance Plan Option 2 (Page 2 of 2)

Maternity Services			
Prenatal Office Visits	Covered - Deductible does not apply	Not Covered	Covered under Preventive Services
Postnatal Office Visits	20% Coinsurance after deductible	40% Coinsurance after deductible	
Labor Delivery and Newborn Care	See Inpatient Hospital Services	See Inpatient Hospital Services	
Mental Health & Substance Use Disorder			
Inpatient Services	See Inpatient Hospital Services	See Inpatient Hospital Services	
Outpatient Services	20% Coinsurance after deductible	40% Coinsurance after deductible	
Other Services			
Home Health Care	20% Coinsurance after deductible	40% Coinsurance after deductible	Does not include Rehabilitation Services. Up to 100 visits per benefit period (Combined In and Out-of-Network).
Hospice Care	20% Coinsurance after deductible	40% Coinsurance after deductible	Up to 210 days per benefit period (Combined In and Out-of-Network).
Skilled Nursing Care	20% Coinsurance after deductible	40% Coinsurance after deductible	Up to 100 days per benefit period (Combined In and Out-of-Network).
Durable Medical Equipment; Prosthetics & Orthotics	20% Coinsurance after deductible	40% Coinsurance after deductible	Covered for approved equipment only.
Rehabilitation Services: Physical, Occupational, and Speech Therapy	20% Coinsurance after deductible	40% Coinsurance after deductible	May be rendered at home. Up to 60 combined visits per benefit period (Combined In-Network and Out-of-Network).
Habilitation Services: Physical, Occupational, and Speech Therapy	20% Coinsurance after deductible	Not Covered	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Applied Behavioral Analysis	20% Coinsurance after deductible	Not Covered	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Voluntary Sterilizations	See Outpatient Surgical Services	See Outpatient Surgical Services	
Voluntary Termination of Pregnancy	See Outpatient Surgical Services	See Outpatient Surgical Services	During first trimester only. Limited to 1 within a 24 month period.
Temporomandibular Joint Disorder	Not Covered	Not Covered	
Pharmacy (Affiliated pharmacy providers only)			
Preferred Generic Drugs	\$15 Copay 30 day supply, \$30 Copay 90 day supply after deductible		A 90-day supply of non-maintenance drugs must be filled at our designated mail order pharmacy. Other exclusions & limitations may apply.
Non-Preferred Generic Drugs	\$15 Copay 30 day supply, \$30 Copay 90 day supply after deductible		
Preferred Brand Drugs	\$30 Copay 30 day supply, \$60 Copay 90 day supply after deductible		
Non-Preferred Brand Drugs	\$60 Copay 30 day supply, \$120 Copay 90 day supply after deductible		Certain specialty drugs may be approved for 60 or 90 days. In this case, if a copay or max is shown for specialty drugs, you will pay two times that amount for up to 60 days, three times that amount for up to 90 days.
Preferred Specialty Drugs	\$60 Copay 30 day supply at specialty pharmacy only after deductible		
Non-Preferred Specialty Drugs	\$60 Copay 30 day supply at specialty pharmacy only after deductible		

Buy-Up Health Insurance Plan Option 3 (Page 1 of 2)

Health Care Services	In-Network	Out-of-Network	Limitations
Plan Attributes			
Benefit Period	Calendar Year		
Annual Deductible	\$500 Individual; \$1,000 Family	\$1,000 Individual; \$2,000 Family	Deductible does not include copays or coinsurance. In and Out-of-Network deductibles accumulate separately. Deductible applies to the annual Out-of-Pocket Maximum.
Coinsurance	20%	40%	Coinsurance applies towards the Annual Out-of-Pocket Maximum
Annual Coinsurance Maximum	\$1,500 Individual ; \$3,000 Family	\$3,000 Individual ; \$6,000 Family	These values do not accumulate: premiums, balance-billed charges, penalties, deductibles, services with 50% coinsurance, copays, and health care this plan doesn't cover. In and Out-of-Network Coinsurance Maximums accumulate separately.
Annual Out-of-Pocket Maximum	\$6,600 Individual; \$13,200 Family	\$13,200 Individual; \$26,400 Family	These values do not accumulate: premiums, balance-billed charges, and health care this plan doesn't cover. All other cost sharing accumulates unless otherwise specified. In and Out-of-Network Out-of-Pocket Maximums accumulate separately.
Preventive Services			
Office Visit / Physical Exam / Well Baby Exam	Covered - Deductible does not apply	Not Covered	
Related Laboratory and Radiology Services	Covered - Deductible does not apply	Not Covered	
Pap Smear, Mammogram, Tubal Ligation	Covered - Deductible does not apply	Not Covered	Tubal ligation is covered Out-of-Network; see Voluntary Sterilizations for Out-of-Network Cost-Sharing.
Immunizations	Covered - Deductible does not apply	Not Covered	
Outpatient & Physician Services			
Primary Care Office Visit	\$20 Copay - Deductible does not apply	40% Coinsurance after deductible	
Telehealth Visit	\$20 Copay - Deductible does not apply	Not Covered	Through our contracted telehealth services provider.
Specialist Office Visit	\$20 Copay - Deductible does not apply	40% Coinsurance after deductible	
Routine Audiology Exam	Covered - Deductible does not apply	Not Covered	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Routine Eye Exam	Covered - Deductible does not apply	Not Covered	One exam per Benefit Period. For non-routine visits see Specialist Office Visit.
Chiropractic Services	\$20 Copay - Deductible does not apply	40% Coinsurance after deductible	Manipulation of the spine for subluxation only. Up to 20 visits per benefit period (Combined In and Out-of-Network).
Allergy Treatment	20% Coinsurance after deductible	40% Coinsurance after deductible	
Allergy Injections	20% Coinsurance after deductible	40% Coinsurance after deductible	
Laboratory & Pathology	20% Coinsurance after deductible	40% Coinsurance after deductible	Some services require preauthorization.
Imaging MRI, CT & PET Scans	20% Coinsurance after deductible	40% Coinsurance after deductible	Services require preauthorization.
Radiology (X-ray)	20% Coinsurance after deductible	40% Coinsurance after deductible	Some services require preauthorization.
Radiation Therapy & Chemotherapy	20% Coinsurance after deductible	40% Coinsurance after deductible	
Dialysis	20% Coinsurance after deductible	40% Coinsurance after deductible	Out-of-Network benefits are not covered unless Prior Authorized.
Outpatient Medical Drugs	20% Coinsurance after deductible	40% Coinsurance after deductible	
Outpatient Surgical Services			
Outpatient Surgery	20% Coinsurance after deductible	40% Coinsurance after deductible	
Ambulatory Surgical Center	20% Coinsurance after deductible	40% Coinsurance after deductible	
Professional Surgical and Related Services	20% Coinsurance after deductible	40% Coinsurance after deductible	
Emergency/Urgent Care			
Urgent Care	\$20 Copay - Deductible does not apply		
Emergency Room Care	\$100 Copay - Deductible does not apply		
Emergency Medical Transportation	Covered - Deductible does not apply		Copay will be waived if admitted Emergency transport only.
Inpatient Hospital Services			
Facility Fee	20% Coinsurance after deductible	40% Coinsurance after deductible	
Physician Services, Surgery, Therapy, Laboratory, Radiology, Hospital Services and Supplies	20% Coinsurance after deductible	40% Coinsurance after deductible	
Bariatric Surgery and Related Services	Not Covered	Not Covered	

Buy-Up Health Insurance Plan Option 3 (Page 2 of 2)

Maternity Services			
Prenatal Office Visits	Covered - Deductible does not apply	Not Covered	Covered under Preventive Services
Postnatal Office Visits	\$20 Copay - Deductible does not apply	40% Coinsurance after deductible	
Labor Delivery and Newborn Care	See Inpatient Hospital Services	See Inpatient Hospital Services	
Mental Health & Substance Use Disorder			
Inpatient Services	See Inpatient Hospital Services	See Inpatient Hospital Services	
Outpatient Services	\$20 Copay - Deductible does not apply	40% Coinsurance after deductible	
Other Services			
Home Health Care	20% Coinsurance after deductible	40% Coinsurance after deductible	Does not include Rehabilitation Services. Up to 100 visits per benefit period (Combined In and Out-of-Network).
Hospice Care	20% Coinsurance after deductible	40% Coinsurance after deductible	Up to 210 days per lifetime (Combined In and Out-of-Network).
Skilled Nursing Care	20% Coinsurance after deductible	40% Coinsurance after deductible	Up to 100 days per benefit period (Combined In and Out-of-Network).
Durable Medical Equipment; Prosthetics & Orthotics	20% Coinsurance after deductible	40% Coinsurance after deductible	Covered for approved equipment only.
Rehabilitation Services: Physical, Occupational, and Speech Therapy	\$20 Copay - Deductible does not apply	40% Coinsurance after deductible	May be rendered at home. Up to 60 combined visits per benefit period (Combined In-Network and Out-of-Network).
Habilitation Services: Physical, Occupational, and Speech Therapy	\$20 Copay - Deductible does not apply	Not Covered	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Applied Behavioral Analysis	\$20 Copay - Deductible does not apply	Not Covered	Limited to services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only.
Voluntary Sterilizations	See Outpatient Surgical Services	See Outpatient Surgical Services	
Voluntary Termination of Pregnancy	See Outpatient Surgical Services	See Outpatient Surgical Services	During first trimester only. Limited to 1 within a 24 month period.
Temporomandibular Joint Disorder	Not Covered	Not Covered	
Pharmacy (Affiliated pharmacy providers only)			
Preferred Generic Drugs	\$15 Copay 30 day supply, \$30 Copay 90 day supply		A 90-day supply of non-maintenance drugs must be filled at our designated mail order pharmacy. Other exclusions & limitations may apply.
Non-Preferred Generic Drugs	\$15 Copay 30 day supply, \$30 Copay 90 day supply		
Preferred Brand Drugs	\$30 Copay 30 day supply, \$60 Copay 90 day supply		Certain specialty drugs may be approved for 60 or 90 days. In this case, if a copay or max is shown for specialty drugs, you will pay two times that amount for up to 60 days, three times that amount for up to 90 days.
Non-Preferred Brand Drugs	\$60 Copay 30 day supply, \$120 Copay 90 day supply		
Preferred Specialty Drugs	\$60 Copay 30 day supply at specialty pharmacy only		
Non-Preferred Specialty Drugs	\$60 Copay 30 day supply at specialty pharmacy only		

Template Rev 01/2020

- In case of conflict between this summary and your PPO Group Health Insurance Policy and Riders, the terms and conditions of the PPO Group Health Insurance Policy and Riders will govern. This plan includes a network of health care providers through which services are covered at the In-Network level of benefits. If you receive covered services from a provider that is not part of the plan's network, they will be processed at the lower Out-of-Network benefit level.
- Elective hospital admissions require that Alliance be notified prior to the admission. Alliance must be notified within 48 hours after any emergency hospital admission. Failure to notify Alliance could result in a reduction or denial of benefits.
- Some services require prior authorization. Failure to obtain prior authorization before services are received could result in a reduction or denial of benefits.
- PPO plans are offered through Alliance health and Life Insurance Company, a wholly owned subsidiary of health Alliance Plan.

Core Dental Insurance Plan (Page 1 of 2)

Covered Services -

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	75%	75%	75%
Endodontic Services - root canals	75%	75%	75%
Periodontic Services - to treat gum disease	75%	75%	75%
Oral Surgery Services - extractions and dental surgery	75%	75%	75%
Major Restorative Services - crowns	75%	75%	75%
Other Basic Services - misc. services	75%	75%	75%
Relines and Repairs - to prosthetic appliances	75%	75%	75%
Major Services			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	through age 18 and under	through age 18 and under	through age 18 and under

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Space maintainers are payable once per area per lifetime for people age 18 and under.
- Bitewing X-rays are payable twice per calendar year and full-mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Core Dental Insurance Plan (Page 2 of 2)

- Occlusal guards and repair and relining of occlusal guards are payable once in any 12-month period.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment - \$1,000 per person total per Benefit Year on all services except orthodontic services. \$500 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible - None.

Waiting Period - Enrollees who are eligible for Benefits are covered on the first day of the month following 30 days of employment.

Eligible People - All active (0001) employees of the Contractor working a minimum of 30 hours per week and retirees (0002) who choose the Core Option dental plan and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (0003). Employees are covered under the plan for 12 months while on City approved leave of absence.

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and their Dependents choosing either dental plan are required to remain enrolled for a period of 12 months. Should an Enrollee or Dependent choose to drop dental coverage after that time, he or she may not re-enroll prior to the next open enrollment period following 24 months. Dependents may only enroll if the Enrollee is enrolled (excluding COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if said change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the month in which the employee is terminated.

Buy-Up Dental Insurance Plan (Page 1 of 2)

Covered Services -

	Delta Dental PPO™ Dentist Plan Pays	Delta Dental Premier® Dentist Plan Pays	Nonparticipating Dentist Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	75%	75%	75%
Endodontic Services - root canals	75%	75%	75%
Periodontic Services - to treat gum disease	75%	75%	75%
Oral Surgery Services - extractions and dental surgery	75%	75%	75%
Major Restorative Services - crowns	75%	75%	75%
Other Basic Services - misc. services	75%	75%	75%
Relines and Repairs - to prosthetic appliances	75%	75%	75%
Major Services			
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	50%	50%	50%
Orthodontic Services			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges or Delta Dental approves and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year with no age limit.
- Space maintainers are payable once per area per lifetime for people age 18 and under.
- Bitewing X-rays are payable twice per calendar year and full-mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.
- Occlusal guards and repair and reline of occlusal guards are payable once in any 12-month period.

Buy-Up Dental Insurance Plan (Page 2 of 2)

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Maximum Payment - \$2,500 per person total per Benefit Year on all services except orthodontic services. \$1,500 per person total per lifetime on orthodontic services.

Payment for Orthodontic Service - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

Deductible - None.

Waiting Period - Enrollees who are eligible for Benefits are covered on the first day of the month following 30 days of employment.

Eligible People - All active (1001) employees of the Contractor working a minimum of 30 hours per week and retirees (1002) who choose the Buy-up Option dental plan and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees (1003). Employees are covered under the plan for 12 months while on City approved leave of absence.

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and their Dependents choosing either dental plan are required to remain enrolled for a period of 12 months. Should an Enrollee or Dependent choose to drop dental coverage after that time, he or she may not re-enroll prior to the next open enrollment period following 24 months. Dependents may only enroll if the Enrollee is enrolled (excluding COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if said change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Coordination of Benefits - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Benefits will cease on the last day of the month in which the employee is terminated.

Vision Insurance Plan (Page 1 of 2)

City of Rochester Hills
 Effective 01/01/2021
 Group Number #51471

Schedule of Vision Benefits

How Your Vision Care Program Works

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination Once Every Calendar Year	<ul style="list-style-type: none"> ▪ Covered 100% After \$5 Copay 	Reimbursed Amount <ul style="list-style-type: none"> ▪ Up to \$45
Lenses Once Every Calendar Year <ul style="list-style-type: none"> ▪ Single Vision ▪ Bifocal ▪ Trifocal ▪ Lenticular 	Standard Glass or Plastic <ul style="list-style-type: none"> ▪ Covered 100% After \$7.50 	<ul style="list-style-type: none"> ▪ Up to \$45 ▪ Up to \$55 ▪ Up to \$80 ▪ Up to \$100
Frame Once Every Calendar Year	Retail Allowance <ul style="list-style-type: none"> ▪ Up to \$130 (20% discount off balance)* 	<ul style="list-style-type: none"> ▪ Up to \$45
Contact Lenses Once Every Calendar Year Elective Contact Lenses	In lieu of Lenses <ul style="list-style-type: none"> ▪ Up to \$130 Retail[Ⓞ] (15% discount (Conventional) or 10% discount (Disposable) off balance)** 	In lieu of Lenses <ul style="list-style-type: none"> ▪ Up to \$105
Medically Necessary***	<ul style="list-style-type: none"> ▪ Covered 100% 	<ul style="list-style-type: none"> ▪ Up to \$210

Eligible members and dependents are entitled to receive a vision examination and one pair of lenses and a frame or contact lenses once every calendar year.

At the start of the program, if authorized by your employer you may receive identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, you must indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care professional, please visit our website at www.e-nva.com or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 51471000001 or the group number on the identification card and enter in your search parameters. It's that easy!

*Does not apply to Wal-Mart / Sam's Club locations or for certain proprietary brands. **Does not apply to Wal-Mart/Sam's Club or Contact Fill (NVA Mail Order). ***Pre-approval from NVA required.

[Ⓞ]Additional professional services related to contact lenses (also known as fitting fees) would be included in the contact lens allowance shown above.

Due to their everyday low prices (EDLP) the amounts listed below may not be applicable at Wal-Mart/Sam's Club.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- | | |
|---|---|
| ▪ \$10 Solid Tint | \$50 Progressive Lenses Standard |
| ▪ \$12 Fashion / Gradient Tint | \$65 Transitions Single Vision Standard |
| ▪ \$10 Standard Scratch-Resistant Coating | \$70 Transitions Multi-Focal Standard |
| ▪ \$12 Ultraviolet Coating | \$25 Polycarbonate (Single Vision) |
| ▪ \$40 Standard Anti-Reflective | \$30 Polycarbonate (Multi-Focal) |
| ▪ \$20 Glass Photogrey (Single Vision) | \$30 Blended Bifocal (Segment) |
| ▪ \$30 Glass Photogrey (Multi-Focal) | \$55 High Index |
| ▪ \$75 Polarized | \$100 Progressive Lenses Premium |

For lens options & services purchased from a participating NVA provider, NVA members will only pay the fixed maximum amount or the provider's Usual and Customary (U&C) charge less 20%, whichever is less. Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price. Fixed prices are available in-network only. Discounts are not insured benefits. In certain states, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers. Some optometrist affiliated with Optical Retail locations (i.e., LensCrafters, Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.

Vision Insurance Plan (Page 2 of 2)

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
 -Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
 -View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses includes fitting and follow-up and may be covered with prior authorization.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. You can request a claim form from NVA via the website www.e-nva.com or you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA, P.O. Box 2187, Clifton, NJ 07015.

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Discounts: In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only		
Service	Participating Provider	Lens Options
Eye Examination:	Member Cost: Retail Less \$10	\$12 Solid Tint/ Gradient Tint \$50 Standard Progressive Lenses \$75 Polarized Lenses \$65 Transitions Single Vision Standard \$70 Transitions Multi-Focal Standard \$15 Standard Scratch Coating \$12 UV Coating \$35 Polycarbonate \$45 Standard Anti-Reflective
Contact Lens Fitting:	Retail Less 10%	
Lenses:	Glass or Plastic	
Single Vision	\$35.00	
Bifocal	\$55.00	
Trifocal or Lenticular	\$70.00	
Frame:	Retail Less 35%	
Contact Lenses*:	Member Cost:	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

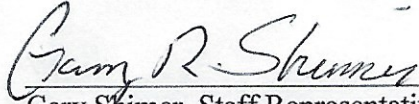
Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at their reasonable & customary retail price less 20%.


Wal-Mart / Sam's Club Stores: Due to their everyday low prices (EDLP) Wal-Mart / Sam's Club stores do not provide additional discounts.

Some optometrist affiliated with Optical Retail locations (i.e., LensCrafters, Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

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



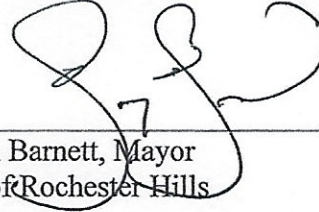
Gary Shimer, Staff Representative
AFSCME, Council 25



Jeff Fox, Chapter Chair
AFSCME, Local 1917.28

Ratified by Membership:
October 29, 2021

CITY OF ROCHESTER HILLS



Bryan Barnett, Mayor
City of Rochester Hills



Chelsea K. Ditz, Director
Human Resources Department

Approved by Rochester Hills City Council:
November 15, 2021