

**COLLECTIVE BARGAINING AGREEMENT**

City of Ann Arbor

and

Local Union 214

Affiliated with the

International Brotherhood of Teamsters

**POLICE DEPUTY CHIEFS UNIT**

**July 1, 2007 - June 30, 2011**

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
AGREEMENT .....	3
I. RECOGNITION.....	4
II. GRIEVANCE PROCEDURE.....	6
III. DISCIPLINE AND DISCHARGE .....	8
IV. STRIKE AND LOCKOUTS .....	10
V. SENIORITY .....	11
VI. LEAVES OF ABSENCE .....	15
VII. HOURS.....	17
VIII. WAGES .....	18
IX. HOLIDAYS .....	19
X. VACATION .....	20
XI. SICK LEAVE.....	22
XII. LONGEVITY .....	23
XIII. INSURANCE .....	24
XIV. WORK RELATED INJURY .....	28
XV. GENERAL.....	30
XVI. DURATION .....	33
APPENDIX B .....	35
APPENDIX C - DENTAL BENEFITS .....	39
APPENDIX D – HEALTH CARE PLAN PROVISIONS .....	40
INDEX.....	42

## **AGREEMENT**

### **INTRODUCTION:**

THIS AGREEMENT, entered into this 30<sup>th</sup> day, of July 2007 between the City of Ann Arbor, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, located at 2801 Trumbull, Detroit, Michigan 48216, hereinafter called the "Union". This contract is retroactive to July 1, 2007.

### **WITNESSETH:**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's and the employee's commitment to continue to provide quality law enforcement service in an efficient manner to the community. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

To this end, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## I. RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize Local 214, affiliated with the International Brotherhood of Teamsters, as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit: Deputy Chiefs (Police Administrative Command Unit).

- a) The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all other rights are vested solely and exclusively in the Employer.

Section 3: The City and the Union are committed to providing every employee a workplace free from unlawful discrimination and harassment. No persons employed by the City shall be denied equal protection of the laws; nor shall any person be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the union. As used herein, "perceived" refers to the perception of the person who acts, and not to the perception of the person for or against whom the action is taken.

The City and the Union agree to abide by Human Resources Policies and Procedures 2.2 as revised in October 2007, which has or will be promulgated for the purpose of compliance with federal, state non-discrimination laws and Chapter 112 of the City Code, as they all may be amended.

Section 4: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement or cause to be paid to the Union a representation fee equivalent to the monthly Union dues in an amount equal to such portion of the monthly dues that is necessary to support the Union's representational activities, such as collective bargaining and administration of the labor contract to the local union, uniformly required of all Union members. All present employees covered by this Agreement who, on the effective date thereof were not members of the Union shall become and remain members in good standing of the Union, within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All employees covered by this Agreement who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to the monthly Union dues that

is necessary to support the Union's representational activities, such as collective bargaining and administration of the labor contract uniformly required of all Union members upon completion of thirty-one (31) days of employment. This section does not require any employee to pay any fees or dues which are related to political action or other non-representational activities of the union. Under this agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.

- a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other forms of liability arising out of this Section.
- b) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

Section 5: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fee and initiation fees for members in the amounts certified to the Employer by the financial secretary of the Union within fifteen (15) calendar days thereafter:

- a) The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or employees.

Section 6: If any provision; of this Article is invalid under either Federal or State law, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

## II. GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: Grievances shall be processed according to the following procedures:

Step 1: An employee who feels he/she has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his/her complaint with the Chief of Police within fourteen (14) calendar days after the occurrence of the event upon which the grievance is based. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.

Step 2: If the matter is not satisfactorily settled in Step One, the aggrieved employee shall report such grievance to the Chief of Police as soon as possible, but in any case within the time constraints as set forth in Step 1 above. Such report shall be in writing and shall set forth the nature of the grievance, the dates of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. A decision in writing must be rendered by the Chief within fourteen (14) calendar days after receipt of written report unless extended in writing by both parties.

Step 3: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall appeal the grievance to the City Administrator within fourteen (14) calendar days from notification of the Chief's written reply.

The City Administrator and/or his/her designated representative within fourteen (14) calendar days from the date of receiving the appeal shall hold a meeting with the Union representatives. The City Administrator shall file a written reply within fourteen (14) calendar days after the meeting. Full disclosure of evidence by both parties and evidence available at the time and not submitted at this step cannot be used by either party in future proceedings.

Step 4: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fourteen (14) calendar days after notification to the Union of the City Administrator's answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and American Arbitration Association shall be shared equally by the Employer and the Union.

Section 3: Time limits at any step of the grievance procedure may be extended only by mutual written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.

### III. DISCIPLINE AND DISCHARGE

Section 1: Upon substantiation of an allegation or complaint of misconduct from within the department or from outside the department which may result in disciplinary action against an employee, but in no case more than seven (7) calendar days after the receipt of an allegation or complaint, the Chief shall inform the employee of the nature of the accusation. The employee shall, at the time of notification, if he/she so desires, have the right to consult privately with a representative of the Union present during any discussions occurring between the employee and the Chief regarding the allegation or complaint of misconduct. The employee shall respond to the complaint or allegation verbally at the time of notification if ordered to do so by the Chief. If the employee is unable to reply accurately, he/she will have the opportunity to review the appropriate written records before responding. Proceedings shall not be electronically recorded by either party. Responses involving possible criminal conduct may only be used to resolve internal Police Department misconduct complaints and may not be used in any criminal court proceedings against the employee.

- a) In severe cases where it is necessary for the Chief to immediately relieve the employee of duty, the employee shall be informed of the reason for his/her suspend from duty and be allowed the opportunity to discuss his/her relief from duty with a representative of the Union before being required to leave the premises. In the event an employee is relieved of duty, such time shall be with pay until returned to duty, reassigned, suspended, or discharged.
- b) Exceptions to the notification procedure may be made when the complaint or accusation is of a serious criminal nature and to notify the employee would hinder the investigation. Notification shall be delayed no longer than is absolutely necessary to complete the investigation.

Section 2: The Chief, after notifying the employee of the complaint or accusation in accordance with Section 1 above shall, as soon as possible, reduce the allegations or complaint to writing and cause it to be presented to the employee within three (3) working days or if the employee was relieved of duty in accordance with Section 1 (a) of this Article, the Chief shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The employee shall have until his/her next working day after receipt of the written allegation to reply. If the employee's reply is unclear to the Chief, the reply shall be returned to the employee for clarification. The employee shall have forty-eight (48) hours to submit a clarification. The names of all witnesses and any written statements made by witnesses will be shared with the employee. The investigation shall be conducted with all possible haste and, except for complicated matters, shall be concluded within seven (7) calendar days from the date the employee answers the allegation. If the investigation is to take longer than seven (7) days, the Chief will notify the employee and tell him/her why it is being delayed.



Section 3: The Chief shall upon completion of his/her investigation, administer appropriate discipline if warranted and forward a copy of said discipline to the employee in writing. Discipline shall only be for just cause.

Section 4: In the event the employee believes the discipline administered by the Chief was unjust, it shall be a proper subject for the grievance procedure provided a written grievance with respect thereto is presented to the Chief pursuant to Step Two of the grievance procedure within five (5) days after the Chief has notified the employee of the discipline and administered same to the employee.

Section 5: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge or suspension less such compensation as he/she may have earned at other employment during such period, and any reference to this incident will be expunged from the employee's record.

#### **IV. STRIKE AND LOCKOUTS**

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged.

## V. SENIORITY

### Section 1:

#### a) Definitions

1. Department Seniority: An employee's length of continuous full time employment with the Employer since his/her last hiring date. "Last Hiring Date" shall mean the date upon which an employee first reported for work at the instruction of the Employer, and has not quit, retired or been discharged.
2. Unit Seniority: An employee's length of service as an Administrative Command officer (Deputy Chief).
3. Classification Seniority: An employee's length of service in a particular rank classification.

- b) No time shall be deducted from an employee's seniority (department, unit or classification seniority) due to absences occasioned by authorized leaves of absence, vacation, sick or accident leaves, or for layoffs, except as hereinafter provided.

Section 2: All new employees shall be probationary employees until they have actually worked two (2) years in the Administrative Command Unit. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes, which qualify him/her for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated at the sole discretion of the Employer without regard to his/her regular length of service. Upon the successful conclusion of his/her probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date. During the Two (2) year probationary period the new Deputy Chief will be evaluated at least every six (6) months.

Employees promoted into the unit after July 1, 2007 shall be probationary employees until they have actually worked thirty (30) months in the Administrative Command Unit.

Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be provided to the Union whenever the list is updated or when changes are made to the list.

If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in order of the application for employment with the City of Ann Arbor.

- a) Instances where an employee enters a rank classification by reclassification, his/her classification seniority shall date from that date of reclassification. For purposes of rank reduction and promotion, an employee's rank classification shall be determined by the date of reclassification. If two (2) or more employees have the same reclassification date their seniority shall be determined on the basis of their entry dates into the rank classification from which they were reclassified. If two (2) or more employees have the same entry date into the classification from which they were reclassified, then the employee's last date of hire shall be the determining factor.

Section 4: An employee's seniority shall terminate:

- a) If he/she quits, retires or is justifiably discharged.
- b) If following a layoff he/she fails or refuses to notify the Employer of his/her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his/her address on record with the Employer or, having notified the Employer of his/her intention to return, fails to do so within fourteen (14) calendar days after such notice is sent.
- c) If he/she is absent for three (3) consecutive working days without notifying the Chief or his/her designee. In proper cases, exceptions may be made with the consent of the Chief. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition made in any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- d) When he/she has been laid off from the Department for a period of twenty-four (24) or more consecutive months.

Section 5: The Employer may lay off a permanent employee when deemed necessary, by reason of shortage of work or funds, the abolition of the position, material change in the department organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by an employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classifications.

- a) Layoff of employees shall be made first by inverse order of their seniority within a position classification. If two or more employees have the same amount of classification seniority, the procedure set out in Article IV, Section 3(a) will be followed. Further, bumping downward, by seniority, will be allowed including into the Police Supervisory Unit. If an employee bumps into a lower rank classification, he/she shall bump the lowest seniority employee in said lower classification and shall carry all accumulated seniority into said lower classification.
  
- b) Those employees laid off or who do not successfully complete probation may bump downward, including into the police officer ranks. When bumping into a lower rank classification covered by this contract, the bumping employee bumps the least senior employee in the lower rank classification if the bumping employee has more seniority, as defined below, than the employee who is to be bumped. (To determine whether the bumping employee has more seniority, time spent in the rank from which that employee is bumping and the rank into which that employee is bumping are combined.) For example, if the lower senior Captain or Deputy Chief has two years as a Captain or Deputy Chief and three years as a Lieutenant, they will be able to bump an employee who has been a Lieutenant for four years. However, this low seniority Captain Deputy Chief will not be able to bump a Lieutenant who has been in that rank for six years. In this event, the Captain Deputy Chief can exercise any bumping rights they may have in the next lower rank classification. Employees who have been bumped may exercise bumping rights themselves in a like manner. Any Deputy Chief who returns to the bargaining unit returns to the rank classification previously held.
  
- c) Employees who were promoted from the command bargaining unit to the rank of Deputy Chief and that are either laid off, transferred, demoted, or do not complete their probationary period, may bump back into their previously held rank. The method for determining their seniority for bumping rights is described in section 5b of this article.
  
- (d) The Chief shall give written notice to the Director of Human Resources and to the employees and the Union of any proposed lay-off. Such notice shall state the reason therefore, and shall be submitted at least one (1) week before the effective date thereof.

Section 6: When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have quit.

Section 7: The Employer shall have the right to temporarily transfer employees within the bargaining unit from one classification to another for a period not to exceed one hundred eighty (180) days, unless mutually agreed to by the employer and the employee, to cover for employees who are absent. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Section 8: If an employee is transferred or promoted to a position under the Employer not included in the department or unit and is thereafter transferred again to a position within the department or unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued, including his/her status as a sworn police officer, during such reassignment, for the purpose of any benefits provided for in this Agreement.

Section 9: The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or make changes in assigned duties and responsibilities; provided, however, no employee shall be assigned duties which are not customarily performed by persons in his/her respective job classification. It is agreed that such reassignment shall not be arbitrary or capricious. If other sections expressly abridge this section, the other sections shall govern.

## VI. LEAVES OF ABSENCE

Section 1: Unless otherwise provided herein, leaves of absence shall be in accordance with the City of Ann Arbor Personnel Rules and Regulations in effect as of 4-1-90 and attached as Appendix C, except that no leave of absence other than for medical reasons shall exceed sixty (60) days. The Family Medical Leave Act (FMLA) will be coordinated and applied under applicable Federal Law

Section 2: Permanent employees shall be allowed forty (40) hours, with pay, as funeral leave in order to attend the funeral for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, domestic partner, or a member of the employee's household.

Permanent employees shall be allowed two (2) workdays, with pay not to be deducted from sick leave, as funeral leave in order to attend the funeral for a death of the employee's or spouse's grandparent, grandchild, brother-in-law, or sister-in-law.

Section 3: An employee may take up to four (4) personal leave days per year. These days will not be charged as sick leave days. Request for such personal leave must be made at least twenty-four (24) hours before the day requested. Granting of this leave is subject to the operational requirements of the department. Any new employee of this unit who was previously covered by a personal leave day provision of another bargaining unit may not earn or use more than a total of four (4) personal leave days in any fiscal year. Any unused personal leave days remaining upon completion of the employee's last scheduled work day in the fiscal year shall be converted to compensatory time. Effective July 1, 2005, any unused personal leave days remaining upon completion of the employee's last scheduled work day in any fiscal year will be lost. Upon an employee's death or retirement, the balance remaining of unused personal leave days shall be paid in cash and added to the employees final average compensation for purpose of retirement if such employee was hired prior to 1-1-82.

Section 4: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee receives his/her orders.

- a) The Employer shall make up the difference between what an employee would have received, had he/she worked during said leave time, and the pay he/she received from his/her activities, for a maximum of two (2) weeks per year, provided said employee submits proof of payment from the military.

Section 5: In keeping with the Employer's policy of encouraging the improvements and professionalism of its employees through education, the Employer shall provide to employees the opportunity to take courses at an accredited college or university or community college. The

employee shall be eligible to receive reimbursement for tuition and required textbooks for three (3) courses or ten (10) credit hours per semester or term, subject to and in accordance with other limitations herein provided. Any late registration fees, travel or employee time will not be reimbursable. In order to be eligible for books and tuition reimbursement, the employee must not be eligible for reimbursement from any other source. The employee shall advance the cost for all tuition and required textbooks.

- a. Educational reimbursement must be requested by the employee, in writing, on forms made available by the Human Resources Department, within ninety (90) days of course/s completion date in order to qualify for reimbursement. The request must be approved by the Chief, in his/her sole discretion, prior to the first meeting of the course, with an explanation as to how it is related to the employee's classification and work assignments, or provides future promotional opportunities within the employee's department. If the Chief turns down the employee's request for educational reimbursement, the employee can appeal that decision to the City Administrator. The City Administrator's ruling is final. This section is not subject to any grievance procedure.
- b. The employee must receive a grade of "C" or better to be eligible to receive reimbursement for any undergraduate level course(s). Reimbursement for undergraduate level course(s) and textbooks will be provided at 100% of the total costs, up to a maximum of two thousand five hundred dollars (\$2500) per fiscal year. The Employer will not fund two degrees at the undergraduate level.
- c. The employee must receive a grade of "B" or better to be eligible to receive reimbursement for any graduate level course(s). Reimbursement for graduate level course(s) and textbooks will be provided at 100% of the total costs, up to a maximum of two thousand five hundred dollars (\$2500) per fiscal year. The Employer will not fund two degrees at the graduate level.
- d. Courses shall be taken on the employee's off-duty time. Employees who attend courses during normal work hours must receive approval from the Chief. Hours of work missed during such attendance must be made up by the employee or no pay will be granted for such time.
- e. In the event that an employee leaves the service of the City within one (1) year after receiving educational benefits under this clause, he/she shall reimburse the City for those monies received in the one (1) year period preceding his/her leaving.



## VII. HOURS

Section 1: The regular workday consists of eight (8) hours per day and the regular workweek shall be forty (40) hours per week. Work schedules shall be designated by the Chief. This shall not preclude the Employer from reducing its work force, in accordance with Section 5 of Article 6.

Section 2: The Chief will be the determining authority on the necessity for overtime. Employees shall not be eligible for overtime until he/she has worked 40 hours during the week in which the overtime will be applied. Employees shall receive compensatory time on a one and a half time basis or cash payment on a one and a half time basis at the option of the Chief.

Section 3: Compensatory time accumulation shall not exceed one hundred and twenty (120) hours. Time earned in excess of one hundred and twenty (120) hours will automatically be paid at the appropriate rate in cash. Upon termination or death all compensatory time accumulated will be paid in full. However, if Federal or State law changes so as to make the present system for granting and administering compensatory time and time-off illegal, the Employer shall be allowed to change the existing system so as to comply with said law. For those employees currently possessing over one hundred and twenty (120) hours compensatory time no additional compensatory time will be earned until their compensatory banks are below the one hundred and twenty (120) hour level. Employees shall not be allowed to take more than forty (40) hours compensatory time off in conjunction with vacation or at any other single occasion.

Section 4: Compensable time-off shall be considered as time worked for the purpose of computing benefits under this Agreement.

Section 5: The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the Department and consistent with the requirements of public safety.

Section 6: It is recognized by the Union that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day to day except during periods of emergency. Leave days shall be consecutively assigned. Prior to any change to the existing work schedule management will meet with Union representatives and outline such changes.

Section 7: For employees not on the Department payroll as of January 1, 1982, compensatory time payout at retirement will not be included in final average compensation.

## VIII. WAGES

Section 1: Effective July 1, 2007 there shall be a 2% lump sum payment. Effective July 1, 2008 there shall be a wage adjustment of 2% with eligibility for 2% pay-for-performance lump sum upon completion of objectives for 2007/2008. Effective July 1, 2009 there shall be a 2% wage adjustment and eligibility for 2% pay-for-performance lump sum upon completion of objectives for 2008/09. Effective July 1, 2010 there shall be a wage and health care reopener. The City and the Union do jointly agree that the spread of twelve percent (12%) between the highest paid lieutenant's salary and the entry level deputy chief shall be maintained for all new hires and/or individuals promoted to a Deputy Police Chief position on or after September 10, 2002.

Section 2: Employees covered by this Agreement shall be paid in full biweekly. Not more than seven days shall be held from a regular employee (initial holdback) excluding holidays and overtime, which can be held back a maximum of ten (10) days. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

Section 3: The employer shall match the first twenty dollars (\$20) on a dollar for dollar basis, contributions made to the 457 Deferred Compensation Plan (ICMA) of those members of the bargaining unit participating in this plan.

Section 4: It is understood and agreed that this agreement shall be conclusively construed as an employee's voluntary authorization to deduct from such employee's pay all monies owed to the City by wage overpayment.

Section 5: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty not to exceed eight (8) hours of pay for those working an eight (8) hour per day schedule and not to exceed ten (10) hours per day for those working a ten (10) hour per day scheduled at his/her regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

- a) In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she is required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment.

Section 6: Uniform and equipment purchase and maintenance will be provided, as approved, by the employer.

## IX. HOLIDAYS

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

- New Years Day
- Martin Luther King's Birthday
- Presidents' Day
- Good Friday (1/2 day)
- Easter
- Employee's Birthday
- Memorial Day
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- December 24 (1/2 day)
- December 31 (1/2 day)

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

Vacation time may be used in the 1/2 day increments in conjunction with 1/2 day holidays.

Section 2: To qualify for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday unless he/she was excused from work on said days, or unless he/she presents a reasonable excuse acceptable to management.

## **X. VACATION**

Section 1: Employees, as of the anniversary date of their employment by the Employer, shall be eligible for vacation with pay according to the following schedule:

- a) An employee who, as of the anniversary date of his/her employment, has completed one (1) but less than ten (10) years of continuous service with the Employer since his/her last hiring date shall receive one hundred fifty hours (150) of vacation with pay.
- b) An employee, who as of the anniversary date of his/her employment has completed ten (10) years but less than fifteen (15) years of continuous service with the Employer since his/her last hiring date shall receive one hundred eighty hours (180) of vacation with pay.
- c) An employee who, as of the anniversary date of his/her employment, has completed fifteen (15) or more years of continuous service with the Employer since his/her last hiring date shall receive two hundred ten hours (210) of vacation with pay.

Section 2: Employees shall accrue vacation for any given year, on the basis of accumulating one-twelfth (1/12) of their annual vacation, for which they qualify pursuant to Section 1 above, for each month in which said employee works eighty (80) or more hours for the Employer.

Section 3: An hour of vacation pay as provided for in Section 1 above shall equal the employee's annual salary at the time he/she takes his/her vacation divided by 2080.

Section 4: The Chief shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule leave in accordance with the manpower and work load requirements as determined by the Chief. Vacation leaves shall be granted giving preference to senior employees. A seniority list shall be posted not later than December 1 of any calendar year. Employees shall, by seniority, select their desired vacation. A final vacation list shall be prepared by the Chief and posted not later than January 31 of each year.

- a) In the event an employee does not select a vacation period, when according to his/her seniority his/her selection is offered, he/she shall be allowed to select a vacation period from the remaining available dates in his/her classification.
- b) If an employee is not in the section for which he/she had approved vacation leave at the time said leave is due, said leave shall be rescheduled within the section the employee then occupies provided there is available vacation time in such section. If the employee is transferred, for the convenience of the Employer, from one job to another after said employee has selected his/her vacation leave dates, said dates shall be honored.

Section 5: Vacation time off shall be cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he/she is entitled to pursuant to Section 1 of this Article.

Section 6: Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.

Section 7: In the event an employee is called back to work from his/her scheduled vacation or compensable time or personal leave or regular leave in conjunction with his/her scheduled vacation, he/she shall be compensated by returning to said employee, on a one (1) day for one (1) day ratio those days lost due to the callback.

Section 8: For employees not on department payroll as of January 1, 1982, vacation payout at retirement will not be included in final average compensation.

## XI. SICK LEAVE

Section 1: Sick leave for all union members shall be accrued and granted in accordance with the following provisions:

Section 2: Each employee of the unit shall be entitled to sick leave of (8) eight hours with pay for each completed month of service. Sick time may be used by employees upon approval of the Chief. Any sick time used by the employee shall be deducted from the employee's sick bank first.

Section 3: Unused sick leave may be accumulated to a maximum of 1110 hours.

Section 4: In addition to compensation for absences due to sickness, the following shall apply:

- a) An employee who dies before retirement or retires from the City service and is entered on the retirement or pension roll of the City shall, upon such death or retirement, be paid for his/her unused sick leave credits up to a maximum of 1110 hours.
- b) As of July 1, 2006, and as of each July 1 thereafter, an employee having accumulated less than 1110 hours accumulated sick leave, may elect either to bank or to receive payment in cash for one-half (1/2) of the unused sick time accumulated during that fiscal year at the rate in effect on June 30<sup>th</sup> of such year. Such payment shall not be for less than one (1) day nor for more that six (6) days. The employee must notify Human Resources on or before June 30<sup>th</sup> of his/her election. This payment shall be made by July 20 of each year. The remaining one-half (1/2) of the unused sick time shall be paid into his/her health reimbursement account.
- c) As of July 1, 2006, and as of each July 1 thereafter, an employee who has accumulated the maximum of 1110 hours accumulated sick leave, will receive payment in cash for one-half (1/2) of such employee's 12-month unused accrual of sick time earned in excess of 1110 hours. Cash payment shall be made by July 20 of each year. Such deposit will be at the rate in effect on June 30 of such year. The remaining one-half (1/2) of the unused sick time shall be paid into his/her health reimbursement account.
- d) If and when an employee quits or is discharged from his employment, any unused accumulation of paid sick leave not deposited into such employees' health reimbursement account shall be canceled.
- e) For employees not on department payroll as of January 1, 1982, sick leave payout at retirement will not be included in final average compensation.

## **XII. LONGEVITY**

Section 1: Employees who, during a given calendar year, complete five (5) or more years of continuous service for the Employer shall receive a longevity allowance in accordance with the following schedule:

- a) Five (5) but less than ten (10) years of continuous service - \$300.00
- b) Ten (10) but less than fifteen (15) years of continuous service - \$600.00
- c) Fifteen (15) but less than twenty (20) years of continuous service - \$900.00
- d) Twenty (20) but less than twenty-five (25) years of continuous service - \$1,200.00
- e) Twenty-five (25) or more years of continuous service - \$1,500.00

Section 2: The above cash payments, where applicable, on completion of a full year's employment will be paid to the employee during the month immediately succeeding the employee's anniversary date. Should an employee leave the City service and is eligible for longevity pay, such pay will be pro-rated and paid based upon actual anniversary date and will be included in final average compensation.

### **XIII. INSURANCE**

Section 1: Health Insurance: After six (6) months of employment, the City will provide health care coverage under a preferred provider organization program (the "PPO Plan") administered by Blue Cross Blue Shield of Michigan, or similar third party administrator. Effective July 1, 2007 plan benefit provisions summarized on the Blue Cross Blue Shield-provided plan summary sheet for the City of Ann Arbor (Group 67298-010) dated July 1, 2007 will be in effect. Employees who elect coverage under the PPO Plan shall pay a portion of the medical premium each month, deducted from each member's paycheck before taxes. Such premium contributions shall be \$50/single, \$70/double, \$110/family for the fiscal year ending June 2008 and \$75/single, \$100/ double, \$125/family for the fiscal year ending June 2009 and \$100/single, \$125/double, \$150/family for the fiscal year ending June 2010. In months when there are three (3) pay periods, premium contributions shall be taken from only two (2) of such pay periods. Effective July 1, 2007 a \$20/10 brand/generic prescription drugs copay will be added with a mandatory mail order for maintenance drugs. Effective July 1, 2007 a deposit of \$500 will be made into an HRA and continue for July 1, 2008 and July 1, 2009.

- a) Eligibility. An employee may elect to purchase health insurance benefits at their own cost during the first six (6) months of employment. The City provides health insurance coverage to newly hired permanent employees once they have completed their first six (6) months of employment. At the end of the six (6) month period, the City will assume full cost for the base plan for single, two-person, or family coverage, including spouse, domestic partners as defined by City Ordinance, or dependent children as defined in the health care plan (until the end of the calendar year in which they reach the age of 19 or 25) less the applicable premium contribution as described in the paragraph above. An employee shall not be able to change such election until the next following open enrollment period, or unless the employee has a change in family status. Employees promoted into this bargaining unit who, during the course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.
- b) Health Coverage in Retirement. The City of Ann Arbor shall provide to all bargaining unit members who retire on or after the effective date of this Agreement (including their spouse and dependents as long as the retiree remains the subscriber), the level of coverage under the PPO Plan as received by active employees as of the date of retirement, unless otherwise provided herein. Retiring bargaining unit members shall pay the monthly premium contribution amount that is in effect as of their date of retirement each month, deducted from each member's pension check, after taxes. This provision also applies to surviving spouses, domestic partners and eligible dependent children as defined in the health care plan (until the end of the calendar year in which they reach the age of 19 or 25) of deceased retirees. Employees who defer retirement are not eligible to receive health care coverage.

The PPO Plan requires the retiree to have both Medicare Part A and Part B. The



Medicare Part B premium remains the responsibility of the retiree. If the retiree has not earned enough credit to qualify for unpaid Medicare Part A, or does not otherwise qualify for such coverage through their spouse, the retiree will continue with regular PPO Plan coverage. Further, it is understood that if an employee retires and assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. If there is a disagreement between the retiree and the City relative to the definition of "substantially different," a panel consisting of the City Administrator, or his/her designee, the Chief Steward or his/her designee and a third party agreed to by the first two shall determine if a retiree shall remain in the City's plan. However, should the retiree lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production proof of such loss to the City, the City's obligation to provide health coverage shall recommence and such coverage shall be restored immediately following the production of such proof of loss. The City shall not prohibit a retiree or surviving spouse, domestic partner, or eligible dependent from re-entering the City's health coverage for any reason upon loss of coverage from another carrier, and, further, the health coverage benefits provided upon return to City coverage will be the same as that which the employee was entitled to upon retirement from City service.

- c) Health Insurance Cost Containment Waiver Program. Effective July 1, 2005 this program is offered in accordance with City policy and is in effect as specified therein until it is changed, amended or discontinued by the City. Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a "life event" by notifying the Benefits Staff at the Human Resources Department, and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a \$2000 cash payment (\$1800 for medical, \$150 for dental and \$50 for vision coverage) for every Plan Year in which they elect not to participate in the City's health care programs.

Section 2 – Dental Insurance. After six (6) months of employment, employees shall be provided a "75%(Class I and II) 50%(Class III and IV) Delta Dental Plan" or its satisfactory equivalent with a maximum benefit of \$2000 per year per person (for Class I, II and III benefits). The City shall also provide an orthodontics rider providing 50% co-payment for employees' dependent children up to their 19<sup>th</sup> birthday with a \$2000 lifetime maximum per person, provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age. See Appendix C for Delta Plan specifications.

Section 3 – Vision Insurance. The City of Ann Arbor shall provide to each member of the bargaining unit (after six months of employment), a \$200 maximum benefit every twenty-four (24) months through Mutual Eye Claim Audits, Inc. (MECA), or its satisfactory equivalent for optical expenses for the employee and his/her spouse or domestic partner.

Also provided is a \$200 maximum benefit every twelve (12) months for eligible dependents under age 19. Covered expenses include lenses, frames and contact lenses. The benefit includes a vision examination plus \$200 towards covered expenses for employee, his/her spouse, domestic partner, and eligible dependents every two (2) years.

Section 4 – Life Insurance.

- a) Basic Life Insurance. The City will provide and pay the premium for a \$40,000 Basic Life Insurance policy on all permanent employees who have completed their probationary period. The City further agrees to pay the cost of \$10,000 of Basic Life Insurance for retiring employees who have completed the (10) or more years with the City and are retiring on a City pension. Employees taking a deferred retirement do not receive this benefit.
- b) Optional Life Insurance. Permanent employees may elect Optional Life Insurance of an amount equal to twice their base annual salary, with the City paying one-half (1/2) and the employee paying one-half (1/2) of the true cost of this additional insurance. Employees may elect this insurance within thirty (30) days of initial eligibility, which is their date of hire or date of promotion into the bargaining unit. If not elected at this time, Optional Life Insurance can be applied for only during an annual open enrollment and will be subject to Late Applicant approval which requires proof of good health. Retiring employees, as identified in Section 4, Sub-paragraph a), who continue to have Basic Life Insurance paid for by the City, may convert their Optional Life Insurance into a personal (individual) policy at retirement without proof of insurability. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance company.
- c) Dependent Life Insurance. Permanent employees may elect Dependent Life Insurance of an amount as follows:

<u>Coverage for:</u>	<u>Amount</u>
Spouse, Domestic Partner	\$10,000
Children:	
Birth to age 6 months	\$ 1,000
Age 6 months to age 19 years	\$ 7,000
Full-time student age 19-23	\$ 7,000

The cost of Dependent Life Insurance is the responsibility of the employee and will be paid for through payroll deduction. Retiring employees as identified previously in this Article, who continue to have Basic Life Insurance paid for by the City, may convert their Dependent Life Insurance into a personal (individual) policy at retirement without proof of insurability. The premium for this coverage shall be paid entirely by the retiree directly

to the life insurance company.

Section 5 – Long Term Disability. The City will make available Long-Term Disability, with the employee paying the full cost. This plan provides 60% income replacement after 120 days of disability or exhaustion of sick leave bank whichever is greater. The employees must abide by all limitations set out in the UNUM Long Term Disability Income Protection Insurance Plan, including but not limited to dollars and age.

Section 6 – 30-Day Rule for Benefits. Employees, retirees, and surviving spouses or domestic partners must report major life event changes to the Benefits Office within thirty (30) days of the event in order to add or delete persons from their benefit plans (health, dental, vision, life insurance). Major life event changes impact eligibility for benefits. Such life event changes include: marriage, declaring a domestic partnership as defined by City Ordinance, birth of a child, divorce, ending a domestic partnership as defined by City Ordinance, legal adoption, legal guardianship, death, marriage of a child, loss of health insurance under another plan. Notification beyond thirty (30) days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within thirty (30) days results in additional benefit costs by the City, the employee/retiree may be held responsible for such costs. Surviving spouses who remarry, or domestic partners who declare a new domestic partnership as defined by City Ordinance, after the death of the retiree may not add a new spouse, domestic partner, or dependent child to City benefit plans.

Section 7 – Employees/Retirees Married to Employees/Retirees. Where two (2) employees/retirees are eligible for benefits and are legally married to each other or have declared a domestic partnership as defined by City Ordinance, they will be enrolled under one (1) contract as a subscriber and spouse or domestic partner and receive benefits under one (1) contract (health, dental, vision, dependent life insurance). This applies to any eligible employee/retiree relationship. However, each employee is entitled to Basic and Optional life insurance coverage.

#### **XIV. WORK RELATED INJURY**

##### Section 1:

- a) Each employee will be covered by the applicable Worker's Disability Compensation Act.
- b) The Employer agrees that an employee whose absence from work is due to illness injury arising out of and in the course of his/her employment with the City, and who is eligible for Worker's Compensation, shall in addition to Workers Compensation benefits, receive the difference between the Workers Compensation benefits and his/her net after tax (gross minus state and federal taxes) City salary and all fringe benefits as of the date of injury (excluding overtime) commencing the first actual day on which he/she is unable to work following the day of injury, and continuing thereafter until the 365th day following such injury.
- c) In the event that the employee is receiving income from another job and still remains on Workers Compensation, the amount of the City's contribution shall be reduced by such an amount so that the total of the Workers Compensation, City contribution, and outside income will not exceed his/her City net salary as of the date of the injury.
- d) Thereafter, an employee injured on the job and eligible for Workers Compensation benefits, shall in addition to Workers Compensation benefits, receive 70% of the difference between the Workers Compensation benefits and his/her City net salary and all fringe benefits (except clothing and equipment allowance) as of the 365th day following said illness or injury (excluding overtime) until such time as the employee either receives a duty disability pension or is able to return to his/her original classification or another open classification with the Department if possible, or if not, within the City.
- e) If the employee is able to return to his/her original classification, he/she shall do so. If the employee is not able to return to his/her classification but is able to perform work in another open classification, he/she shall be offered a position in that classification and his/her pay shall either be commensurate with the salary or wage grade for that position, or 70% of the salary or wage grade of his/her original classification or position, whichever is higher.
- f) Following the 365th day, an employee's health and ability to perform work for the City shall be reviewed.
- g) After the 365th day, if the employee is receiving income from another job outside the City and is still on disability leave, the amount of salary paid by the City will be reduced by such an amount so that the total will not exceed 100% of the employee's salary or wage grade. In other words, once the employee earns 30% of his/her salary or wage

grade, any additional money earned will decrease the City's contributions by a like amount.

- h) Commencing with the 366th day of illness or injury, the employee may use accumulated sick time in such an amount so as to receive full salary when added to the 70% benefit level, until receiving a disability pension or returning to his/her original or an open classification.

Section 2: The Workers Compensation and Pension benefits paid to an employee or a retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Workers Compensation payments. Upon termination of the period for payment of Workers Disability Compensation, arising on account of his/her City employment, the employee or retiree shall again receive his/her full periodic pension payments.

Section 3: During the period of time an employee is receiving Worker Compensation and supplemental pay, his/her salary and fringe benefits (excluding clothing and equipment allowance) shall be in accordance with the pay schedules and benefits contained in the current collective bargaining agreement. Final average compensation shall include any weekly Workers Compensation payments received by an employee while still an employee of the City of Ann Arbor.

## **XV. GENERAL**

Section 1: The Union recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting shall not be used for the purpose nor intention of undermining the Union nor discriminating against any of its members, nor shall it result in the lay off of any Deputy Chief on the payroll as of the ratification date.

Section 2: The Employer reserves the right to suspend or discharge employees who are not fit to perform their duties in a satisfactory manner. Such action shall only be taken if a medical examination performed by a qualified doctor of the Employer's choice at the Employer's expense reveals unfitness. If the employee disagrees with such doctor's findings, then the employee at his/her own expense may obtain a medical examination from a qualified doctor of his/her choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall examine the employee. The fee charged by the third doctor shall be paid by the Employer and his/her findings shall be binding on the employee, Employer and the Union. In the event an employee's seniority is terminated pursuant to this Article, he/she shall be afforded the opportunity to apply for and the Employer will attempt to place him/her in a position with another department with the Employer, and if he/she is employed by another department he/she shall retain all accrued benefits.

- a) This section shall not preclude the Chief from assigning an employee to light or limited duty if there is available work, which the employee can perform without displacing another employee.

Section 3: The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

Section 4: Should the Michigan Commission on Law Enforcement Standards (M.C.O.L.E.S.) institute a fee for police officer certification or recertification, said fee will be paid in its entirety by the Employer.

Section 5: The Employer shall not allow anyone, with the exception of the Chief, Chief's Office Administrator, Professional Standards Lieutenant and Sergeants, the City Administrator, City Human Resources Director, the City Attorney, or Assistant City Attorney to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Police Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his/her own file in the presence of the Chief or his/her designee, with the exception of the background investigation reports, anytime between 8 a.m. and 5 p.m., Monday through Friday upon request to the office of the Chief.

Nothing in this section shall be construed to diminish the provisions of Bullard-Plawecki Employee Right-to-Know Act (Act No. 397 of the P.A. of 1978).

Section 6: Retirement benefits shall be in accordance with the applicable terms of Chapter 18 of Ann Arbor City Code in effect as of the date of this agreement, and otherwise specifically provided for in this agreement. Effective July 1, 1989 payments for unused sick leave, compensatory time and vacation will be paid out in five (5) equal annual payments commencing with the date of the retirement plus interest on the unpaid balance on the first anniversary date of retirement at a rate of interest based upon the latest one year average Government "T" Bill auction rate preceding the interest payment. The total amount of such payouts not including interest shall be used to calculate final average compensation for pension purposes for employees hired on or before January 1, 1982. Employees hired after January 1, 1982 continue to be entitled to payments of accumulated banks at retirement although such payments are not included in final average compensation.

Section 7: Mileage. The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

Section 8: Unit members are expected to be available on a 24-hour call back basis, except while on periods of approved leave. To facilitate that call back capability, if members live within a twenty (20) mile radius of the City of Ann Arbor boundaries, they will be provided with a departmentally issued alphanumeric pager, and portable radio. Bargaining unit members will receive a \$4,500 annual vehicle allowance paid on a monthly basis. . Bargaining unit members shall provide, insure, maintain and service such vehicle for their use while on-duty as well as for their personal unrestricted use while off-duty and be subject to callback. Parking spaces for the vehicles will be provided at the City Hall complex.

Section 9: The City or the Department may provide Personnel Rules for use in the City or in the Department. These rules must be submitted by the Personnel Director if they are City rules and by the Chief if they are Departmental rules, to the City Administrator; and they shall become effective upon the City Administrator's approval. In any conflict between the City or Departmental rules and this Agreement, this Agreement shall take precedence.

Section 10: The Employer shall provide to the employee such legal assistance as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her police duties and responsibilities. This shall apply only to civil suits and "post cost" criminal prosecutions. Unless there is a conflict of interest, the City Attorney's Office must be used.

Section 11: If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto,

the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 12: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 13: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms of conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.



## **XVI. DURATION**

This agreement shall become effective as of its date of execution except for those provisions which have an earlier effective date and shall remain in full force and effect until the 30th day of June, 2011, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.

**APPENDIX A – PAY SCALE**

Police Administrative Command  
Effective July 1, 2007

**First 5 Years**

\$106,142.40  
\$4,082.40  
\$51.03

**After 5 Years**

\$107,224.00  
\$4,124.00  
\$51.55

Police Administrative Command  
Effective July 1, 2008  
2% Increase

**First 5 Years**

\$108,264.00  
\$4,164.00  
\$52.05

**After 5 Years**

\$109,366.40  
\$4,206.40  
\$52.58

Police Administrative Command  
Effective July 1, 2009  
2% Increase

**First 5 Years**

\$110,427.20  
\$4,247.20  
\$53.09

**After 5 Years**

\$111,550.40  
\$4,290.40  
\$53.63

- 1) The Deputy Chiefs will receive a 2% increase annually effective July 1, 2008 and July 1, 2009.
- 2) The Deputy Chiefs will be eligible for a 2% pay-for-performance lump sum upon completion of objectives for 2007/2008 and 2008/2009.

## APPENDIX B

### LEAVE OF ABSENCE

Policy--It is the policy of the City to grant to its employees a leave of absence where compelling reasons exist, provided such leaves do not result in unreasonable expense or disruption of City operations. All such leaves place the employee on a no-pay status. Any leave that is medically related for the employee and/or family members that qualifies under the Family and Medical Leave Act must comply with the contract language and the Act.

This policy shall apply to all permanent employees, except where it conflicts with the Union contract. This policy shall exclude military leaves. (See policy title Military Leaves of Absence).

A department head, upon approval by the City Administrator, may authorize a leave of absence for personal, educational, maternity, child care, illness not covered by sick leave or other appropriate reasons. Leaves of absence shall be classified as follows:

1. Short Term Leave: A leave of absence not to exceed four months.
2. Maternity Leave: A leave of absence due to pregnancy not to exceed six months.

A maternity leave will be automatically granted upon request. The request shall be made as prescribed on page 22 of the Personnel Rules "Request for Leave" but recommendations and approvals are not necessary. Therefore, management signatures on Request for Leave of Absence forms shall indicate notification of the leave.

Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee, upon request, is eligible to receive available sick time pay while on pregnancy leave. Vacation time may also be used at the employee's election. Total time to be allowed including use of accrued sick and vacation time shall not exceed six (6) months.

Whenever an employee shall become aware of the fact that she is pregnant, she shall furnish her department and the Department of Personnel a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be allowed to work until the expected date of delivery. The effective date of the leave shall be the last day an employee is allowed to work based upon a statement from her doctor or the last day an employee works before delivery.

If at the end of six (6) calendar months, for maternity leave the employee has not requested reinstatement, employment shall be terminated.

If an employee desires to be reinstated from maternity leave, she shall notify her department and the Department Personnel of the desire to return to work at least seven (7) days prior to the termination of such leave.

3. Child Care Leave: A leave of absence due to maternity related illness of spouse not to exceed six (6) months.

An employee will be reinstated from a short-term maternity or child care leave and will be placed in the same or comparable position from which he/she left. For purposes of anniversary step increases and longevity, these leaves shall not affect continuous service and will not affect anniversary dates and longevity payments. Personal leave days or holidays are not affected by these leaves. Availability of insurance benefits (e.g. Blue Cross, Dental, Optical, Life Insurance, etc.) shall be governed by the provisions of such plans. The cost of participating in such insurance plans shall be paid by the employee; except, for maternity leave, the Employer will provide coverage with Blue Cross, optical and dental for two months. The cost of continuance after two months shall be paid by the employee.

4. Long-Term Leave: A leave of absence between four months and two years duration.

The City Administrator must approve long-term leaves.

An employee shall be reinstated from a Long-Term Leave only if a suitable position is available. If no such position is available, the City does not guarantee reemployment. For purposes of anniversary step increases, a reinstated employee's merit increase date will change in the following manner:

0-4 months on leave.....No Change

Fifth month and over.....Anniversary date pushed back six months

Tenth month and over.....Anniversary date pushed back one year

Sixteenth and over..... Anniversary date pushed back eighteen months

Over twenty-one months...Anniversary date pushed back two years

Longevity payments will also be affected by long-term leaves of absence in the following manner: (See Longevity Section Eleven)

0-4 months on leave.....Full Payment

Over four months through nine months.....Fifty percent payment

Over nine months.....No payment.

An extension of a Short-Term Leave beyond four months or Maternity/Child Care Leave beyond six months shall place the employee in the Long-Term Leave classification.

An employee on a Long Term Leave will not accrue sick leave, vacation leave, personal leave days or receive holiday pay. Availability of insurance plans shall be paid by the employee if he/she is allowed to participate and so chooses.

### REQUESTS FOR LEAVE

A request for leave of absence shall be made by the employee on the Request for Leave of Absence Form and forwarded through his/her supervisor to the department head or his/her designated alternate. The department head shall then forward the request with recommendations to the Personnel Department for final action. All requests for leaves of absence shall specify an expected end date and shall be made far enough in advance so that alternate arrangements for the execution of the work normally performed by the employee can be made in the event the leave is granted.

An Employee desiring to change a Short-Term Maternity or Child Care Leave to a Long-Term Leave should submit the request in writing at least fourteen (14) days prior to the termination of the then current leave.

### ADDITIONAL PROVISIONS

Sick leave and vacation leave may be used in place of maternity leave at the Employee's election. Disability caused by pregnancy shall be treated as any other temporary illness. Upon request the employee is eligible to receive sick time pay until sick time is exhausted.

Whenever an employee shall become aware of the fact that she is pregnant, she shall furnish her department and the Department of Personnel a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be allowed to work until the expected date of delivery.

If at the end of six (6) calendar months for Maternity and Child Care Leave and four (4) months for Short-Term Leave the employee has not requested reinstatement, employment shall be terminated.

If an employee desires to be reinstated from a leave, he/she shall notify his/her department and the Department of Personnel of the desire to return to work at least seven (7) days prior to the termination of such leave.

### CHILD CARE LEAVE

If the spouse of a permanent male employee has prolonged maternity related illness, a leave of absence without pay not to exceed six (6) calendar months may be granted after a letter is provided by the attending physician indicating the nature and expected duration of the maternity related illness. When such leave will begin and when it may be terminated will be determined by the employee's physician and the City.

### ELECTION TO PUBLIC OR UNION POSITION

A permanent employee who has been elected or appointed to a full-time public or union position will be granted a leave of absence for a period not to exceed two (2) years. Said employee will be reinstated in the same or a comparable position.

### TRAINING ASSIGNMENTS

Employees who are sent to a training seminar/school/program at the request of the City should not be considered to be on a Leave of Absence. Such employee will still be considered City employees and will continue to receive all appropriate benefits.

## APPENDIX C - DENTAL BENEFITS

### Summary of Dental Plan Benefits

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

#### Maximum Contract Benefit

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

#### Waiting Period

Employees eligible for dental benefits are covered following six (6) months of continuous employment.

#### Enrollment

Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under one subscriber and shall receive benefits under one contract without coordination of benefits under this dental contract.

**APPENDIX D – HEALTH CARE PLAN PROVISIONS  
Deputy Chiefs**

<b><i>Plan Provision</i></b>	<b><i>Effective August 20, 2007</i></b>
Single In-Network Deductible	N / A
Family In-Network Deductible	N / A
Single In-Network Coinsurance	N / A
Family In-Network Coinsurance	N / A
Single Out-of-Network Deductible	\$250
Family Out-of-Network Deductible	\$500
Single Out-of-Network Coinsurance	80% / 20%
Family Out-of-Network Coinsurance	80% / 20%
Single In-Network Out-of-Pocket	N / A
Family In-Network Out-of-Pocket	N / A
Single Out-of-Network Out-of-Pocket	\$2,000
Family Out-of-Network Out-of-Pocket	\$4,000
Annual per Person Routine Wellness	\$750
Office Visit Copayments: Routine	\$10
Office Visit Copayments: Specialist	\$10
Urgent Care Copayments	\$10
Additional Inpatient Hospital Deductible	\$0
Prescriptions 30 Days Generic / Brand	\$10 / \$20
Mail Order Prescriptions 90 Days	\$10 / \$20
Required for Maintenance Drugs	
HRA - \$500 / each year plan in effect	\$500

***Monthly Health Care Premium Contributions***

	<b>Single</b>	<b>Double</b>	<b>Family</b>
<b>As of 7-1-2007</b>	\$50.00	\$70.00	\$110.00
<b>As of 7-1-2008</b>	\$75.00	\$100.00	\$125.00
<b>As of 7-1-2009</b>	\$100.00	\$125.00	\$150.00

***This Summary is intended to be a brief description of plan provisions, and is not all-inclusive. Please call your Plan Administrator with any questions.***



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

EMPLOYER

UNION

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSE-  
MEN AND HELPERS OF AMERICA, INDE-  
PENDENT UNION, LOCAL NO. 214

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Gregory O'Dell

Its \_\_\_\_\_  
President

By \_\_\_\_\_  
Jacqueline Beaudry  
City Clerk

By \_\_\_\_\_  
Greg Bazick

Its \_\_\_\_\_  
Steward

Approved as to Substance:

\_\_\_\_\_  
Roger Fraser  
City Administrator

\_\_\_\_\_  
Barnett Jones  
Chief of Police

Approved as to form:

\_\_\_\_\_  
Stephen K. Postema  
City Attorney

## INDEX

<p style="text-align: center;"><b>A</b></p> <p>Agreement ..... 3</p> <p>Armed Forces Reserves ..... 15</p> <p style="text-align: center;"><b>C</b></p> <p>Classification Seniority ..... 11</p> <p>Compensatory Time ..... 17</p> <p style="text-align: center;"><b>D</b></p> <p>Deferred Compensation Plan ..... 18</p> <p>Dental Insurance ..... 25</p> <p>Department Seniority ..... 11</p> <p>Discipline and Discharge ..... 8</p> <p>Duration ..... 33</p> <p style="text-align: center;"><b>E</b></p> <p>Educational Reimbursement ..... 16</p> <p style="text-align: center;"><b>F</b></p> <p>Family Medical Leave Act ..... 15</p> <p>Funeral Leave ..... 15</p> <p style="text-align: center;"><b>G</b></p> <p>General ..... 30</p> <p>Grievance Procedure ..... 6</p> <p style="text-align: center;"><b>H</b></p> <p>Health Insurance ..... 24</p> <p>Holidays ..... 19</p> <p>Hours ..... 17</p> <p style="text-align: center;"><b>I</b></p> <p>Insurance ..... 24</p> <p style="text-align: center;"><b>L</b></p> <p>Last Hiring Date ..... 11</p> <p>Layoff ..... 13</p> <p>Leaves of Absence ..... 15</p>	<p>Legal Assistance ..... 31</p> <p>Life Insurance ..... 26</p> <p>Long Term Disability ..... 27</p> <p>Longevity ..... 23</p> <p style="text-align: center;"><b>M</b></p> <p>M.C.O.L.E.S. .... 30</p> <p>Mileage ..... 31</p> <p style="text-align: center;"><b>N</b></p> <p>National Guard ..... 15</p> <p>Not Fit To Perform ..... 30</p> <p>Notice of Recall ..... 13</p> <p style="text-align: center;"><b>O</b></p> <p>Optional Life Insurance ..... 26</p> <p style="text-align: center;"><b>P</b></p> <p>Personal Leave ..... 15</p> <p>Personnel File ..... 30</p> <p>Probationary Employees ..... 11</p> <p style="text-align: center;"><b>R</b></p> <p>Recognition ..... 4</p> <p style="text-align: center;"><b>S</b></p> <p>Seniority ..... 11</p> <p>Seniority List ..... 12</p> <p>Sick Leave ..... 22</p> <p>Strike And Lockouts ..... 10</p> <p>Summary of Dental Plan ..... 39</p> <p style="text-align: center;"><b>T</b></p> <p>Table Of Contents ..... 2</p> <p>Temporary Transfer ..... 14</p> <p style="text-align: center;"><b>U</b></p> <p>Unit Seniority ..... 11</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**V**

Vacation..... 20  
Vision Insurance ..... 25

**W**

Wages ..... 18  
Work Related Injury.....28  
Workers Compensation.....28