

Agreement between the City of Ann Arbor
And Assistant Fire Chief Unit
January 1, 2017 – December 31, 2018

COLLECTIVE BARGAINING AGREEMENT

City of Ann Arbor

and

Local Union 214

Affiliated with the

International Brotherhood of Teamsters

ASSISTANT FIRE CHIEFS UNIT

January 1, 2017 – December 31, 2018

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AGREEMENT

INTRODUCTION:

THIS AGREEMENT, entered into this January 1, 2017 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 2825 Trumbull, Detroit, Michigan 48216, hereinafter called the "Union".

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 fire 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 recognizes 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: Assistant Fire Chiefs.

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.

The City and the Union agree to abide by Human Resources Policies and Procedures 2.2 which has been 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 2:

- a) 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.
- b) All present employees covered by this Agreement who, on the effective date of this contract were not members of the Union shall become and remain members in good standing of the Union, within 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.

- c) All employees covered by this Agreement who are hired after the effective date 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 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.
- d) 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.
- e) 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 3: For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards, 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 15 calendar days thereafter. 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 4: 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. 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.

III. MANAGEMENT RIGHTS

Section 1: 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 2: 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 layoff of any Assistant Chief on the payroll as of the ratification date.

IV. 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 Fire Chief within 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. If the matter is not satisfactorily settled through discussion, the aggrieved employee shall produce the grievance in written format and submit it to the Fire Chief within seven calendar days of the discussion. The document 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 Fire Chief within 14 calendar days after receipt of written document unless extended in writing by both parties.

Step 2: If the grievance has not been resolved in Step 1 and the Union desires to process the grievance further, it shall appeal the grievance to the Human Resources Director or designee within 14 calendar days from notification of the Fire Chief's written reply.

The Human Resources Director and/or his/her designated representative within 14 calendar days from the date of receiving the appeal shall hold a meeting with the Union representatives. The Human Resources Director or designee shall file a written reply within 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 3: 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 Federal Mediation and Conciliation Service (FMCS) in accordance with its rules, provided such submission is made within 14 calendar days after notification to the Union of the Human Resources Director or designee 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 FMCS shall be shared equally by the Employer and the Union. Unless mutually agreed by both parties, a court reporter shall be scheduled to transcribe the arbitration proceedings. Each party will pay one half the costs.

Section 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.

V. 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 calendar days after the receipt of an allegation or complaint, the Fire 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 and have that Union representative present during any discussions occurring between the employee and the Fire 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 Fire Chief. If the employee is unable to reply accurately, he/she will have the opportunity to review the appropriate written records before responding. Proceedings may be electronically recorded if both parties agree.

In severe cases where it is necessary for the Fire Chief to immediately relieve the employee of duty, the employee shall be informed of the reason for his/her suspension 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.

Section 2: The Fire 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 five calendar days. If the employee was relieved of duty the Fire 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 Fire Chief, the reply shall be returned to the employee for clarification. The employee shall have (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 calendar days from the date the employee answers the allegation. If the investigation is to take longer than seven calendar days, the Fire Chief will notify the employee and tell him/her why it is being delayed.

Section 3: The Fire 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 Fire Chief was unjust, it shall be a proper subject for the grievance procedure provided a written grievance is presented to the Fire Chief pursuant to Step 2 of the grievance procedure within five calendar days after the Fire Chief has notified the employee of the discipline and administered the discipline 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 compensation, or no compensation as may be decided under the grievance procedure. The 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. In addition, any reference to this incident will be expunged from the employee's record.

VI. 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 Assistant Fire Chief.

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

Section 2: All new employees shall be probationary employees until they have actually worked six months as an Assistant Fire Chief (not temporary or acting). 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.

It is the intent of the parties that an agreement will be negotiated with the IAFF, Local 693 which will outline the terms of the return of a newly promoted employee to his/her former position if he/she is removed or declines the promotion during their probationary period. Until such agreement is reached, a newly promoted employee who is removed or declines the promotion may return to the fire ranks in accordance with the terms of the IAFF collective bargaining agreement. In addition, the Fire Chief may choose to extend the probationary period up to an additional six months. The Fire Chief's decision shall be final and binding and not subject to the grievance procedure.

If the probationary employee is hired from outside of the Ann Arbor Fire Department, he/she may be terminated at the sole discretion of the Employer during the probationary period. The Fire Chief's decision shall be final and binding and not subject to the grievance procedure.

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.

Section 3: The Employer will maintain an up-to-date seniority list. An updated copy will be kept in the City's share point. 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.

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 overnight delivery 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 calendar days after such notice is sent.
- c) If he/she is absent for three consecutive working days without notifying the Fire Chief or his/her designee. In proper cases, exceptions may be made with the consent of the Fire 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 more than 24 consecutive months.

VII. LAYOFF/RECALL

Section 1: The Employer may lay off a regular 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.

- a) Preliminary Step - Prior to issuing layoff notices as outlined in Section b of this article, all bargaining unit employees in the affected service unit will be offered a voluntary separation with no recall rights. Employees will have 48 hours to notify the Director of Human Resources or designee in writing of their interest. The most senior employee(s) (depending on the number of layoffs) within the service unit affected who indicates their interest within 48 hours will be awarded the voluntary separation. The City will not contest unemployment for individuals who choose this option. Contingent upon the employee signing a separation agreement including a release of claims, the employee shall be paid severance pay (less applicable withholdings) based on years worked as follows:

Less than 5 years:	6 weeks of regular pay
5-9 years:	8 weeks of regular pay
10 or more years:	10 weeks of regular pay

Additionally, any employee who is eligible to retire and who is enrolled in the City's health care plan who chooses this option will receive a one-time deposit of \$500 in their HRA.

- b) Layoff of employees shall be made first by inverse order of their seniority within the unit.
- c) 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 of the layoff. For the term of this Agreement, or until the City and the IAFF negotiate a bumping process into the fire ranks (whichever is earliest), the City agrees that there will be no layoffs of regular Assistant Fire Chiefs, unless an Assistant Fire Chief agrees to a voluntary separation pursuant to subsection a above.

Section 2: 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 overnight delivery. If an employee fails to report for work within 14 calendar days from date of mailing of notice of recall, he/she shall be considered to have quit.

Section 3: It is the intent of the parties that an agreement will be negotiated with the IAFF, Local 693 which will outline the terms of the ability for the Assistant Chief(s) to bump into a lower rank classification within IAFF.

VIII. TRANSFERS / RECLASSIFICATION

Section 1: The Employer shall have the right to temporarily transfer employees within this bargaining unit for a period not to exceed 180 calendar days, unless mutually agreed to by the Employer and the employee. 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 an Assistant Fire Chief, during such reassignment, for the purpose of any benefits provided for in this Agreement.

Section 2: 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 assignment changes shall not be arbitrary or capricious. If other sections expressly abridge this section, the other sections shall govern.

IX. LEAVES OF ABSENCE

Section 1 - 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, unless banked time is available to the employee. 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. Medical/FMLA leaves are authorized by the Benefits Supervisor.

This policy shall apply to all regular employees, except where it conflicts with the Union contract.

Section 2 - Family Medical Leave

An employee who, because of a serious health condition which makes the employee unable to perform his or her duties (other than illness or accident compensable under the Michigan Workers Compensation laws), or who has an immediate family member (spouse, parent or children of the employee) with a serious health condition, or for the birth of a child, or the placement of a child for adoption or foster care, may be granted a leave of absence in accordance with the FMLA. The employee will provide the required documentation and medical certification to the Benefits Supervisor.

Section 3 - Birth Leave/ Adoption Leave

A leave will be granted upon request and with appropriate medical documentation, in accordance with FMLA for birth or adoption of a child. Medical benefits will be continued throughout FMLA period. If the Employee remains on leave after expiration of FMLA, he/she shall receive benefits during the time period when he/she is utilizing banked time for pay. Benefits will cease when banked time is exhausted.

Total time for birth/adoption leave, inclusive of FMLA leave, and including use of accrued sick and vacation time shall not exceed six months.

If at the end of six calendar months the employee has not requested reinstatement, employment may be terminated.

If an employee desires to be reinstated from leave, she/he shall notify her department and Human Resources Services of the desire to return to work at least seven days prior to the termination of such leave.

An employee reinstated from leave will be placed in the same or comparable position from which he/she left. For purposes of anniversary step increases and longevity, this leave 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.

Section 4 - Long Term Medical Leave

A long term medical leave may extend for up to two (2) years, inclusive of FMLA leave time. Medical documentation may be requested by the Benefits Supervisor at any time during the course of the leave.

Section 5 - Additional Leaves of Absence

The Chief, upon approval by the City Administrator, may authorize a leave of absence for personal or educational reasons. Leaves of absence shall be classified as follows:

- a) Short Term Leave: A leave of absence not to exceed four months.
- b) Long-Term Leave: A leave of absence between four months and two years duration.

An employee shall be reinstated from a Long-Term Leave of any kind 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 step 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 month 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 Article XVII.)

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 Birth/Adoption 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 except to the extent the employee is being paid from accrued banks. Availability of insurance plans shall be paid by the employee if he/she is allowed to participate and so chooses.

c) Election to Public or Union Position

A regular 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.

d) 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.

e) Funeral Leave

Regular employees shall be allowed 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, step parent or step child or a member of the employee's household.

Regular employees shall be allowed two 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.

f) Personal Leave

An employee may take up to four 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 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 personal leave days (32 hours) in any fiscal year. One personal leave day (8 hours) will be granted for each fiscal quarter after a new employee enters this unit. For example, if an employee enters the bargaining unit in January, he/she will be granted two personal days for the remainder of the fiscal year.

Any unused personal leave days remaining upon completion of the employee's last scheduled work day in the fiscal year will be paid out at the end of the year. Upon an employee's death or retirement, the balance remaining of unused personal leave days shall be paid in cash.

g) Military Leave

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.

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 weeks per year, provided said employee submits proof of payment from the military.

h) Jury Duty

An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, 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, 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,. 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 or more hours unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she 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 - Requests for Leave

A request for a leave of absence (non-medical) shall be made by the employee on the Request for Leave of Absence Form and forwarded to the Fire Chief. The Fire Chief shall then forward the request with recommendations to Human Resources Services 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.

Requests for medical leaves of absence or FMLA shall be submitted directly to the Benefits Supervisor who will review the request and provide documentation to be completed.

X. EDUCATION

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. Effective January 1, 2017, tuition reimbursement benefits are governed by current City Human Resources Policy 4.12. Reimbursement will be the same amount as the non-union City employees (for the duration of this contract the amount is \$5,000 per year).

XI. HOURS

Section 1: Members are classified as exempt employees under FLSA, and are not eligible for overtime payments. Work schedules shall be designated by the Fire Chief. This shall not preclude the Employer from reducing its work force, in accordance with Layoff/Recall Article.

Section 2: The Employer has a right to schedule for emergencies in a manner most advantageous to the Department and consistent with the requirements of public safety. The Fire Chief, in his/her sole discretion, determines when an Assistant Fire Chief is required to work for special events within the City. When this is required, the City agrees to pay straight time hourly wages to Assistant Fire Chiefs when assigned by the Fire Chief to these events that occur on weekends and holidays. Time spent working at the University of Michigan football games will be compensated at time and one half.

Section 3: 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 or 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.

XII. WAGES

Section 1: Effective January 1, 2016, the City and the Union agree that a differential of 10% between the highest paid Battalion Chief's salary (based on an annual salary calculated by taking the hourly rate x 54 hour week x 52 weeks) and the Assistant Fire Chief annual salary shall be maintained for all individuals in an Assistant Fire Chief position.

Section 2: Employees covered by this Agreement shall be paid in full bi-weekly. While the official payday is Friday, paychecks will normally be made available on Thursday after 3 p.m. unless there is a computer malfunction or other adverse event beyond the Employer's control.

- a) All Employees are required to participate in payroll direct deposit.
- b) There will be no paper advices or yearly mailings of W2 forms. Employee pay advices and W2 forms will be available on City website.

Section 3: 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 4: Employees who are promoted into the unit will be paid out at their last rate prior to promotion, for all compensatory hours that they may have banked.

Section 5: At the Fire Chief's discretion on a case by case basis, he may appoint an Acting Fire Chief when necessary. The Chief will alternate these Acting assignments between Assistant Chiefs. When appointed to the Acting Fire Chief role, the Acting Chief will receive a 15% increase over their Assistant Chief's pay for all hours worked in the Acting Chief role.

XIII. SPECIALTY PAY AND ALLOWANCES

Section 1 - Specialty Pay

Effective January 1, 2017, Assistant Chiefs who hold a Master's Degree will receive a \$600 annual allowance.

Effective January 1, 2017, Assistant Chiefs who hold an Executive Fire Officer Certification will receive a \$600 annual allowance.

Effective January 1, 2017, Assistant Chiefs who maintain their EMT Certification will receive a \$600 annual allowance.

All of the specialty pay allowances will be paid in January.

Section 2 - Allowances

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

- a) Mileage: The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate in accordance with City policy.
- b) Unit members are expected to be available on a 24-hour call back basis, except while on periods of approved leave.
- c) Unit members will be assigned a City vehicle. Parking spaces for the vehicles will be provided at the Fire Station One. If the City decides to have the Assistant Chiefs return the City vehicle, they will be provided with a \$4,500 annual vehicle allowance, paid on a month's basis. If an allowance is provided, members shall provide, insure, maintain, and service a vehicle for their use while on duty as well as for their personal unrestricted use while off duty and will be subject to callback.

XIV. HOLIDAYS

Section 1: All employees of the City shall receive their regular compensation for the following holidays and for 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
- Floating Holiday (1)
- 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 one half (1/2) day increments in conjunction with one half (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.

Section 3: If called in to work on a scheduled Holiday, compensation will be at double time rate.

XV. 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: These accrual rates will begin with the first pay period after promotion or hire into the Assistant Fire Chief position.

Years of Service	Vacation Hours Earned on Annual Basis	Accrual earned each pay period based on 80 hour pay period
0 – 9 years	150	5.77 hours
10 th anniversary – 14 years	180	6.92 hours
15 th anniversary and beyond	210	8.08 hours

Section 2: The Fire 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 labor and work load requirements as determined by the Fire Chief. Vacation leaves shall be granted giving preference to senior employees (unit seniority).

Section 3: 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.

Employees may elect to receive payment in cash for forty (40) hours of unused, banked vacation time at the end of each fiscal year covered by this agreement.

Section 4: Employees who resign or retire from City service shall be paid at their normal salary rate for their unused vacation. If employee is terminated by the City he/she will not be paid for unused vacation.

Section 5: 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.

XVI. SICK LEAVE

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

Section 2: Sick leave is accrued at a rate of 3.70 per pay period based on an employee being compensated for 80 hours in the pay period. Employees who render part-time services shall be entitled to sick leave on a pro rata basis for the time actually worked

Unused sick leave may be accumulated to a maximum of 1200 hours. If an employee enters the bargaining unit with more than 1200 hours of sick time, he/she will be paid out for ½ of the hours over 1200 at the rate of pay received prior to entering the unit. Other hours will remain banked.

Section 3: In addition to compensation for absences due to sickness, the following shall apply:

- a) Employees will receive payment in cash for one-half (1/2) of such employee's twelve (12) month unused accrual of sick time earned in that year, at their request. 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 carried forward.
- b) If an employee quits or is discharged from his/her employment, any unused accumulation of paid sick leave shall be canceled and will not be paid.

XVII. LONGEVITY

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

5 years but less than 10 years continuous service	\$300.00
10 years but less than 15 years continuous service	\$600.00
15 years but less than 20 years continuous service	\$900.00
20 years but less than 25 continuous service	\$1,200.00
25 years 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 following the employee's anniversary date. Should an employee retire from City service who 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. Employees who are discharged by the City will not be eligible for prorated longevity from their anniversary date.

XVIII. INSURANCE

A. Medical Coverage

The Employer agrees to the following conditions regarding health insurance:

Section 1 - Coverage

After three months of employment, the City will provide health care coverage under a preferred provider organization program (the "PPO Plan") administered by Blue Cross-Blue Shield of Michigan, or similar third party administrator. Employees may elect coverage under the "High Option Plan" for which they shall pay a portion of the monthly premium contributions, or the "Low Option Plan" for which they shall pay no monthly premium contributions. Employees who elect coverage under the "High Option Plan" shall pay 10 percent of the medical premium each month, deducted from each member's paycheck before taxes. Such premium contributions shall be based upon the illustrative premium rates for all active employees subject to revision based upon all total active groups experience each January 1 for the duration of this contract. In months when there are three pay periods, premium contributions shall be taken only from the first two of such pay periods

Premium contributions are based on enrollment of employee, employee+1, employee+2, employee+3, etc.

Any applicable Mandates under the Patient Protection and Affordable Care Act (PPAC) that take effect during the duration of this contract will be implemented as required by the law.

By October 15th of each year of this contract, the City will provide the Union with the illustrative rates for the health care plan for the following calendar year, as well as the applicable premiums for the following calendar year. If the City's costs for the health care plan exceed the hard cap limits for costs that a public employer can pay as set by PA 152, the City will provide the Union with an option that will modify the health care plan in such a way as to bring the City's plan costs under the hard cap limits. The Union will have 30 days to consider the City's proposed modification and to make a decision whether it will accept the proposed modification for its members beginning January 1 of the following calendar year. If the proposed modification is not accepted by the Union, the members will be required to pay the difference between the hard cap limit and the City's

actual costs as based on the illustrative rates of the group on a stand-alone basis. This incremental payment will be allocated equally among the members and will be withdrawn from paychecks on a twice-monthly basis beginning January 1.

Section 2 - Eligibility

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

Section 3 - 30-Day Rule for Benefits

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

Section 4 - Employees / Retirees Married to Employees / Retirees

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

Section 5 - Health Coverage in Retirement

Bargaining unit members who were hired before July 1, 2014, (or who are promoted into this unit from a unit in which they were eligible for employer paid retiree health care) and who are retiring under this contract, will be able to choose between the High Option/Low Options plan each year during the annual open enrollment period, or if experiencing a change in family status. Premium contributions under the High Plan shall be based upon the illustrative premium rates for all employees subject to revision based upon total group experience each January 1, payable each month. This benefit provision also applies to surviving spouses, and eligible dependent children (until the end of the month of their 26th birthday) as defined in the health care plan, dependent on pension option chosen at retirement.

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

Employees hired on or after July 1, 2014, (or who are promoted into this unit from a unit in which they were not eligible for employer paid retiree health care) will not be eligible for employer-paid health care coverage at the time of retirement. For the term of this Agreement, the City will annually contribute the actuarial equivalent of \$2500 into a Retirement Health Reimbursement Account for each bargaining unit eligible for this plan. This amount will be credited annually and members will receive an annual statement reflecting their credit in the account. This account will become available to employees upon their retirement (full or early), for reimbursement of eligible medical expenses, or to purchase, at the retiree's full cost, access to the City's medical plan which may be offered at that time.

Deferred Vested Retirement: Employees who take a terminated vested retirement are not eligible to receive health care coverage.

Section 6 - Wellness Incentive Program

All employees enrolled as the subscriber on the City's Medical Plan, will be eligible to participate in the Wellness Incentive Program. The program is rolled out with the beginning of each plan year. Eligible employees will have the opportunity to complete wellness activities and earn incentive dollars that are deposited into their Health Reimbursement Account to be used for out-of-pocket medical, dental, and vision expenses. Completion of a Health Risk Assessment is mandatory to participate in the Wellness Incentive Program.

Section 7 - Health Reimbursement Accounts

Unused amounts in the Health Reimbursement Account may be carried forward each year. An employee who retires and begins to receive pension benefit payments from the City's defined benefit pension plan will be able to access unused funds, but no new contributions will be made to a retiree's account. An employee who otherwise separates from City employment for any reason will forfeit any unused funds. An employee who waives coverage and receives payments under the City's Health Care Waiver Program shall not have contributions.

B. Dental Coverage

Section 1 - Coverage

After three months of employment, employees, their spouses and eligible dependents shall be provided a “75% (Class I and II)/ 50% (Class III and IV) Delta Dental Plan” or its satisfactory equivalent with a maximum benefit of \$2000 per year per person. Dental benefits are available to dependents through the end of the calendar year in which they turn 19. They can remain on the plan between the ages of 19-25 if they are full-time students. Proof of student status will be requested at that time and each semester to verify eligibility. The City shall also provide orthodontics rider providing 50% co-payment for employees’ dependent children up to their 19th birthday with a \$2000 lifetime maximum per person, provided, however, that benefits will be paid after attainment of age 19 for continuous treatment which began prior to such age.

Section 2 - Bidding

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

C. Vision Coverage

Section 1 - Coverage

The City of Ann Arbor shall provide to each member of the bargaining unit (after three months of employment), the vision plan offered through Eye-Med Advantage as described in this article and in Appendix C or its satisfactory equivalent for optical expenses for the employee and spouse and eligible dependents. Vision benefits are available to dependents through the end of the calendar year in which they turn 19. They can remain on the plan between the ages of 19-25 if they are full-time students. Proof of student status will be requested at that time to verify their eligibility and in subsequent semesters.

Section 2 - Bidding

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

D. Health Coverage Cost Containment Waiver Program

Under specified conditions set forth in Appendix B, employees shall be able to waive their City health care coverage, and receive \$2,000 per year, payable on a 26 pay period basis. The City reserves the right to amend or terminate the program at any time during Open Enrollment to be effective as of the upcoming January 1.

E. Life Insurance

The Employer agrees to the following conditions regarding life insurance:

Section 1 - Basic Life Insurance

The City will provide and pay the premium for a \$15,000 Basic Life Insurance policy to all members of this bargaining unit, beginning on their entry date into a position in this unit. The City further agrees to pay the cost of \$5,000 of Basic Life Insurance for retiring employees who have completed ten (10) or more years with the City and are retiring on a City pension. Employees taking a deferred vested retirement do not receive this benefit.

Section 2 - Optional Life Insurance

Employees may elect Optional Life Insurance of an amount equal to twice or three times 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 that requires proof of good health. Retiring employees, as identified in Section 1, 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.

Section 3 - Dependent Life Insurance

Employees may elect Dependent Life Insurance of an amount as follows:

<u>Coverage for:</u>	<u>Amount</u>
Spouse:	\$10,000
Children:	
Birth to age 6 mos.	\$ 1,000
Age 6 mos. to age 19 years	\$ 7,000
Full-time students age 19-25 (coverage ends on the end of the 25 th birthday)	\$ 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 in Section 1, 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.

XIX. WORK RELATED INJURY

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

First 52 Weeks

Supplemental: The Employer agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his/her employment with the City, and who is eligible for Worker's Compensation, shall in addition to Worker's Compensation benefits, receive the difference between the Worker's Compensation benefits and his/her net City salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime) commencing on the eight day after the first day on which he/she is unable to work due to work-related illness or injury. The supplement will be paid to the first work day, and any employee banked time used for pay continuance during the first seven days of absence will be restored to the employee's bank. Supplemental payments will be paid thereafter until the 365th day following such injury.

Net Pay: Net pay for purposes of determining the supplement will be calculated as follows:

Employee's bi-weekly wage less Federal taxes, State taxes, FICA and pension withholding. The supplemental amount will not increase because of a change in the employee's W-4 form unless the City Administrator approves the change.

Pension: For computation of pension withholding and final average compensation for retirement calculation, the employee's regular bi-weekly salary will be used instead of the actual supplemental amounts paid. For periods of less than two weeks, the amounts will be prorated. The City will bear any additional necessary cost to make the pension contribution the same as if the employee were working. Worker's Compensation benefits shall not be used for purposes of computing final average compensation for pension.

Reoccurrence: If an employee returns to work prior to the expiration of the 52 week period, and then is off again due to a reoccurrence or aggravation of the disability resulting in the prior absence from work, that employee shall be entitled to receive supplemental pay for a number of weeks equal to 52 minus the number already received.

After 52 Weeks

Payment: After the 52 week period, an employee who is eligible for Worker's Compensation benefits will receive only those statutorily mandated Worker's Compensation benefits. After the 52 week period, the employee will not receive any fringe benefits including insurance or accrue any sick, vacation, personal, or other time. However, an employee may use accrued sick, vacation or compensatory time to supplement worker's compensation payments up to net salary.

Pension: After the 52 week period, an employee who is eligible for worker's compensation benefits will not have any pension withholdings taken nor will he/she receive pension credit.

Secondary Employment

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

First 52 Weeks: In the event that the employee is receiving income from another job and still remains on Worker's Compensation, the amount of the City's contribution shall be reduced by such an amount so that the total of the Worker's Compensation, City contribution, and outside income will not exceed his/her City net salary as of the date of the injury.

Work Offered by the City

While an employee is receiving Worker's Compensation benefits, he/she shall be required to perform work that is offered by the City if he/she is capable of performing that work, including limited and light duty work. If an employee refuses to perform other work offered that he/she is capable of performing, the right to supplemental pay shall be forfeited and the employee will lose regular Worker's Compensation benefits under the Act.

First 52 weeks: If the employee is offered this work during the first 52 weeks, when he or she is entitled to supplemental payments, the salary for the work offered will not be lower than his/her salary prior to the worker's compensation illness or injury.

After 52 weeks: If the employee is offered work after the 52 weeks, his/her salary shall be that of the job offered.

Return to Work

Medical Checks: After six weeks on Worker's Compensation, the employee may be required to periodically report to a City-selected and paid for doctor. Following the 365th day, an employee's health and ability to perform work for the City shall be reviewed.

Prior position: At any time that the employee is able to return to his/her regular position, he/she shall be required to do so. Failure to return will result in forfeiture of weekly supplemental payments and loss of regular Worker's Compensation payments under the Act.

Other positions: If the employee is not able to return to his/her former position but is able to perform work in another open position, he/she shall be offered that position 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.

Additional Medical Treatment Upon Return to Work

The treatment must meet the criteria below to be considered an official worker's compensation medical treatment:

- Initial Treating Physician (if treated in the ER)
- Occupational Health Clinic (i.e. Concentra)
- An official referral from the Occupational Health Clinic.

Any questions regarding whether a treatment is considered approved should be directed to the Employee Benefits Supervisor.

There will be no overtime paid for follow-up medical treatment that meets the above criteria. Also, any contractual call back provisions are not applicable (i.e., there is no minimum guarantee of hours).

If treatment is necessary during the employee's normal shift, the employee will be released and will not be required to utilize sick time.

If the treatment is necessary during off shift hours, the employee will receive equivalent compensatory time at a straight rate that must be utilized during the pay period in which the treatment occurred. The straight time off shall include travel time to and from the location necessary for follow-up treatment.

The Employer maintains the flexibility to change the schedule of employees requiring

follow up treatment when operationally necessary.

Coordination of Benefits

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

XX. RETIREMENT

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. Individuals hired into this position after July 1, 2014 (or those who are promoted into the Assistant Chief position from a position in which they were subject to the Dual Pension Plan) will be subject to the Dual Pension Plan included in Chapter 18 of the Ann Arbor City Code. At the time of retirement, payments for unused sick leave and vacation will be paid out in one payment. Employees are entitled to payments of accumulated banks at retirement as provided for within this agreement although such payments are not included in final average compensation. Pension will be calculated using a 2.75% multiplier for fire members.

Payouts at Retirement:

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 vacation leave credits up to a maximum of 2 years of accrual. However, such vacation accrual payout, when combined with sick time accrual payout cannot exceed a combined total of 1650 hours.

Vacation payout at retirement will not be included in final average compensation.

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 1200 hours. However, such sick leave credits when combined with vacation time payout cannot exceed a combined total of 1650 hours.

Sick leave payout at retirement will not be included in final average compensation.

XXI. GENERAL

Section 1 - Fit for Duty

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 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.

This section shall not preclude the Fire Chief from assigning an employee to light or limited duty if there is available work that the employee can perform without displacing another employee.

Section 2 - Health & Safety

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 3 - Personnel File Confidentiality

The Employer shall not allow anyone, with the exception of the Fire Chief, Fire Chief's Office 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 Human Resources, or as required by law under FOIA or the Bullard Plawecki Employee Right To Know Act. Any member may inspect his/her own file in the presence of the Human Resources Director 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 Human Resources. 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 5 - City Policies/Procedures

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

Section 6 - Legal Assistance

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 fire 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 7 - Emergency Manager

An emergency manager appointed to the City under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Government and School District Fiscal Accountability Act. This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215(7)-(9)). Should Public Act 9 of 2011 be legislatively or judicially repealed, amended or modified, this provision will be adjusted in accordance.

Section 8 - PERA

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

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

Section 9 - Contract Copies

The City will provide, at its cost, 2 printed copies of the collective bargaining agreement. In addition, the City will, at its cost, provide a flash drive to each member of the bargaining unit containing a copy of the collective bargaining agreement and City Human Resources Policies and Procedures. Each member is responsible for the cost of replacing a lost or damaged flash drive.

Section 10 - Mental Health

To ensure members of this bargaining unit stay in good mental health it is agreed that once per year each member of the unit will visit a licensed psychologist of their choosing for an annual “mental health check”. This visit is not an evaluation of fitness for duty. The visit is not triggered by a traumatic event. The visit is simply preventative just as an annual medical physical is. Through this visit members will likely enhance coping and resiliency skills which will help ensure good mental health and psychological survival ultimately leading to longevity both personally and professionally. The visit is confidential. Records of the discussion with the practitioner will not be released to the employer unless approved in writing by the employee. Upon submittal of receipt of service, the City will reimburse the employee the cost of the co-pay for the session.

Section 11 – Professional Memberships

The Fire Chief may approve City payment for professional memberships at his sole discretion.

XXII. SUMMARY OF PROVISIONS

Section 1: 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 2: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 3: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.

DURATION

This Agreement shall become effective June 5, 2017 (the date of Council ratification) and shall remain in full force and effect through the 31st day of December, 2018 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.

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

EMPLOYER

UNION

OF

INTERNATIONAL BROTHERHOOD

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

By 
Christopher Taylor, Mayor

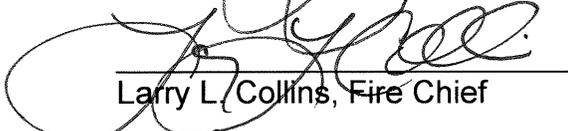
By 
Ellen Taylor, Chief Steward

By 
Jacqueline Beaudry, City Clerk

By 
Alan Lewis, Business Agent

Approved as to Substance:


Howard S. Lazarus, City Administrator


Larry L. Collins, Fire Chief

Approved as to form:


Stephen K. Postema, City Attorney

APPENDIX A – PAY SCALE

APPENDIX A - PAY SCALE

Assistant Fire Chief
Effective January 1, 2017
2.5%

\$109,532.80
\$4,212.80
\$52.66

APPENDIX A - PAY SCALE

Assistant Fire Chief
Effective January 1, 2018
2.25%

\$111,987.20
\$4,307.20
\$53.84

APPENDIX B – HEALTH CARE PLAN PROVISIONS

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

High Plan (10% Premium)

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

Agreement between the City of Ann Arbor
And Assistant Fire Chiefs Unit
January 1, 2017 – December 31, 2018

Low Plan (0% premium)

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

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

APPENDIX C - EYEMED VISION PLAN
January 1, 2017



CITY OF ANN ARBOR

Vision Care Services	Member Cost	Out-of-Network Reimbursement
Exam with Dilation as Necessary	\$0 Copay	Up to \$30
Contact Lens Fit and Follow-up: (Contact lens fit and follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard	Up to \$40	N/A
Premium	10% off Retail	N/A
Frames:	\$0 Copay, \$100 allowance; 20% off balance over \$100	Up to \$50
Standard Plastic Lenses:		
Single Vision	\$0 Copay	Up to \$25
Bifocal	\$0 Copay	Up to \$40
Trifocal	\$0 Copay	Up to \$55
Standard Progressive	\$60	Up to \$40
Premium Progressive	\$60, 80% of charge less \$110 Allowance	Up to \$40
Lenticular	\$0 Copay	Up to \$55
Lens Options (paid by the member and added to the base price of the lens):		
Tint (Solid and Gradient)	\$12	N/A
UV Treatment	\$12	N/A
Standard Plastic Scratch Coating	\$12	N/A
Standard Polycarbonate	\$35	N/A
Standard Polycarbonate for Children under 19	\$35	N/A
Standard Anti-Reflective Coating	\$40	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	30% off retail price	N/A
Contact Lenses (allowance covers materials only):		
Conventional	\$0 Copay, \$100 allowance; 15% off balance over \$100	Up to \$80
Disposables	\$0 Copay, \$100 allowance; balance over \$100	Up to \$80
Medically Necessary	\$0 Copay, Paid in Full	Up to \$200
LASIK and PRK Vision Correction Procedures:	15% off retail price OR 5% off promotional pricing	N/A
Additional Pairs Benefit Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.		
Frequency:		
Exam	Once every 12 months	
Frames	Once every 12 months	
Standard Plastic Lenses or Contact Lenses	Once every 12 months	

Additional Purchases and Out-of-Pocket Discount

Member receives a 30% discount on items not covered by the plan at network Providers, which cannot be combined with any other discounts or promotional offers; the discount does not apply to EyeMed's Providers' professional services or disposable contact lenses.

Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.

Benefits are not provided for services or materials arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy; or Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

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

APPENDIX D – DENTAL PLAN BENEFITS

Summary of Dental Plan Benefits

January 1, 2017

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 three 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 E - HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM

This program is offered in accordance with City policy and is in effect as specified here until it is changed, amended or discontinued by the City.

1. **Waiver and Amount of Payment:** Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a “life event” by notifying the Benefits Staff at the Human Resources Department, and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a \$2000 cash payment for every Plan Year in which they elect not to participate in the City's health care programs. (\$1800 for medical, \$150 for dental and \$50 for vision coverage). This payment is included in an employee's taxable gross income and subject to all appropriate state and federal taxes and pension contributions. Payments will be made in equal payments over 26 pay periods.

2. **Eligibility:** Employees are not eligible if enrolled as a dependent in the City's program through a current active employee or retiree. To take advantage of this cost containment program, employees must meet the following criteria:

- a) The employee must show written proof of health insurance coverage elsewhere. A valid insurance carrier identification card would meet this criterion.
- b) Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.
- c) Employees must complete and submit a Health Care Coverage Waiver Form to the Benefits Staff.

3. **Re-Entry into the City's Health Insurance Programs:** Employees who have elected not to participate in the City's health care coverage programs may re-enter the City's programs only during the annual Open Enrollment period or if the employee loses their coverage under the alternate arrangement. The employee must provide written proof of the loss within 30 days from the date of the loss. If an employee's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits Staff, such coverage shall be restored immediately.

4. **Termination of the Program:** The City reserves the right to terminate this program at any time. In the event of a termination, the program will officially expire at the end of the current plan year.

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