

A G R E E M E N T

between

CITY OF TRAVERSE CITY

and

LOCAL UNION NO. 214

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

dealing with

CAPTAINS OF THE TRAVERSE CITY POLICE DEPARTMENT

Effective: July 1, 2016 through June 30, 2019

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AGREEMENT

This Agreement, made and entered into this 22 day of August, 2016, effective July 1, 2016, by and between the City of Traverse City, hereinafter referred to as the "City", and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

ARTICLE I RECOGNITION

Section 1.1 Collective Bargaining Unit.

The City hereby recognizes the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all the employees employed by the City in the following described unit:

All Captains in the Police Department of the City, excluding Clerks,
Sergeants, Chief of Police, Patrol Officers and all other employees.

Section 1.2 Definition.

An employee for the purpose of this Agreement shall be a person(s) regularly employed by the City in a Captain classification.

Section 1.3

The recognition of the Union by the City is limited to those matters for which a labor organization is entitled to bargain under Act 336, PA 1947, as amended. The Union will not interfere with the operations of the police department.

ARTICLE II UNION SECURITY

Section 2.1 Agency Shop.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union, as they see fit. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2.2 Deduction of Dues.

During the period of time covered by this Agreement, the City agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the City written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the City, without recourse, to rely upon and honor as certified by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues or assessments have been improperly deducted and remitted to the Union, the Union shall return such amount to the affected employee.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collection bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union's

regular and usual dues; provided, however, that non-members will not be subject to the customary initiation fee. For present regular employees, such payment shall commence thirty-one (31) days following the effective date of the Agreement.

The Union agrees that in the event of litigation against the City of Traverse City, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

Monthly agency fees shall be deducted by the City and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

ARTICLE III REPRESENTATION

Section 3.1 Steward.

The City agrees to recognize one Steward elected or appointed by the Union from among employees in the unit with one or more years of seniority for the purpose of processing grievances.

The Union agrees that the Steward will not let stewardship interfere with any duties or the operations of the Police Department, and the City agrees to give the Steward reasonable time and access to other officers to fulfill their obligations hereunder. The authority of the job steward and alternate so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities:

- A) The investigation and presentation of grievance with Employer or the designated City representative in accordance with the provisions of the Collective Bargaining Agreement;
- B) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - 1. Have been reduced to writing, or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusals to handle goods, or any other interference with the City's business.

Section 3.2 Notification.

The City shall be informed in writing of the name of the Steward. All official communications from or to the City shall be from or to the Steward.

Section 3.3 Visitation.

Authorized representatives of the Union shall be permitted to visit the operation of the City during working hours to talk with the Steward of the Local Union and/or representatives of the City concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who shall make the necessary arrangements for such consultation so as not to disrupt the work of the Department and the employee(s) involved.

Section 3.4 Bargaining Team.

The Bargaining Team shall be elected by the membership and shall be limited to one (1) member. Bargaining shall not normally be scheduled so as to interfere with departmental operations. In no event will the City compensate an officer for hours spent in bargaining or other Union activities beyond the officer's normal work shift.

**ARTICLE IV
MANAGEMENT'S RIGHTS**

Section 4.1 Rights.

Management of the City, determination of all matters of management policies; the services to be furnished; the nature and number of facilities and departments to be operated and their locations; the direction of the work force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or to discharge for just cause, to promote, transfer or lay off employees, or to reduce or increase the size of the work force; to establish reasonable rules and regulations, to set goals and objectives or to make adjustments as to the ability and skill is within the sole prerogative of the City, provided, however, they will not be

used in violation of any provision of this Agreement. The City shall be the exclusive judge of all matters pertaining to the services that it provides, the methods, processes and means and materials used, and the City shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, and it shall also have the right to study and use alternative methods, equipment and/or outside assistance (subcontracting) at the City's sole discretion or to discontinue or to modify any operations or to subcontract any work. It is understood that the City reserves and retains solely and exclusively all of its inherent and customary rights to manage the City's operations.

It is further agreed that these enumerations of Management's prerogatives shall not be deemed to exclude other prerogatives not enumerated and except as specifically abridged, delegated, modified by this Agreement, all of the rights, powers and authorities the City had prior to the signing of the Agreement are retained by the City and remain with the rights of the City.

Section 4.2 Inter-Local Agreement.

If the City, in its sole discretion, enters into an inter-local agreement, such agreement shall be under the terms of the Urban Cooperation Act, and the City shall notify the Union in advance of entering into such an agreement. The City and the Union agree to bargain about only the effects of such an agreement on the bargaining unit personnel. If such bargaining does not result in agreement between the City and the Union, then referral of that dispute only to mediation and, if necessary, compulsory arbitration under the provisions of Act 312 is required.

If the City, in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion about the effects of such integration on the bargaining unit. This provision does not constitute a contract re-opener.

**ARTICLE V
LIMITATION OF AUTHORITY AND LIABILITY**

Section 5.1 No Strike Clause.

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slowdown or a strike against the City of Traverse City. The City agrees that during the same period there will be no lockout.

Section 5.2.

Any individual employee or group of employees who violate or disregard the prohibition of Section 5.1 above may be summarily discharged by the City without liability on the part of the City or the Union.

**ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 6.1 Definition of a Grievance.

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement which is subject to the grievance procedure established herein.

Step 1

A) Verbal Procedure. An employee with a complaint shall discuss the matter with their immediate supervisor within seven (7) days of the employee's knowledge of the incident which gave rise to the complaint or within seven (7) days of the date by which an employee should have been reasonably aware of such incident. If requested by the employee, the employee may have a Steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

B) Written Procedure. Within seven (7) days from the supervisor's answer in the verbal procedure, the complaint shall be reduced to writing, reciting the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Chief of Police. The Chief of Police and the Steward and the grieving party, if requested by the Steward, shall discuss the grievance in an attempt to resolve the matter. The Chief shall place his/her answer on the grievance form and return it to the Steward within seven (7) days after the grievance is presented to the chief. If the grievance is not satisfactorily settled, it may be advanced according to Step 2.

Step 2

Within seven (7) days after the City's written answer in Step 1, the grievance may be presented to the City Manager. The City Manager and the Steward shall discuss the grievance in an attempt to resolve the matter. Either party may have non-employee representatives present if desired. The City shall give its answer on the grievance form and return it to the Steward within ten (10) days after the grievance is presented to the City Manager. If the grievance is not satisfactorily settled, it may be advanced by the Union according to Step 3.

Step 3

In the event the last step fails to settle the grievance the Union, within sixty (60) days, may submit the issues to an Arbitrator selected from the Federal Mediation and Conciliation Service for final determination. Such decision will be binding on both parties.

Section 6.2 Selection of Arbitrator.

Any grievance that is arbitrable, upon proper notification as provided in the Agreement, may be submitted to one Arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained the Arbitrator will be selected from a panel of Arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as Arbitrator. The compensation and expenses of the Arbitrator shall be shared equally by the City and the Union.

Section 6.3 Arbitrator's Powers.

The Arbitrator shall be limited to the application and interpretation of this Agreement and shall have no power to add to, subtract from or modify this Agreement in any respect. The Arbitrator shall also be obligated to interpret this Agreement in light of laws applicable to and affecting municipalities.

Section 6.4 Time Computation.

Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

Section 6.5 Grievance Form.

The grievance form shall be mutually agreed upon.

Section 6.6 Pursuit of Remedy State or Federal.

During the grievance process, the parties agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the Collective Bargaining Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties. This shall not preclude employees from exercising their rights guaranteed under State or Federal law.

**ARTICLE VII
DISCHARGE AND DISCIPLINE**

Section 7.1

In a case of disciplinary action taken by the City involving discharge, reduction in rank or pay, or suspension from office against any member of the bargaining unit, all appeals to such action shall be in accordance with the grievance and arbitration procedures of this Agreement.

A) The City shall not discharge or suspend for disciplinary reasons, any non-probationary employee except for just cause. Just cause may include, but is not limited to,

violation of departmental rules and regulations, failure to obey superior officers' commands or failure to perform the duties of this position in a competent and professional manner. A consistent failure to meet organizational objectives as clearly set forth may also be grounds to discipline or discharge after an appropriate opportunity is given the employee to begin to meet such objectives. It is mutually agreed that progressive discipline for minor matters should be typically employed to correct minor problems. The non-probationary employee shall first receive an oral and/or written notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major rule and regulation infractions or for any other major cause. Discharge must be by proper written notice to the employee and a member of the bargaining unit who is a Union official citing specific reasons for such discharge.

B) Discharged or suspended non-probationary employees will be permitted to review their discharge or suspension with their Steward. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the Steward.

C) Should a non-probationary employee, who has been discharged or given a disciplinary suspension, consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) working days from the date discipline was imposed on the aggrieved employee. Discharge of probationary employees is not subject to the grievance procedure.

D) The parties hereby agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the Collective Bargaining Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties.

E) This shall not preclude employees from exercising their rights guaranteed under State or Federal law.

ARTICLE VIII

SENIORITY

Section 8.1

A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular seniority status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing. Fringe benefit eligibility for a new hire shall commence on the first day of the month following three (3) completed months of employment, with the exception of Hospitalization Coverage which the new employee is eligible on the first of the month following the date of hire. Employees promoted to Captain shall serve a twelve (12) month probationary period. During such probationary period the employee may be demoted to their former rank without loss of seniority for just cause.

Section 8.2 Seniority Definition.

Seniority shall be defined to mean the length of the employee's service with the City in the Police Department, commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 8.3 Seniority List.

The City shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 8.4 Layoff.

All reductions in the work force due to lack of work, lack of funds, or other legitimate cause shall be accomplished in the following manner:

Section 1

A) The word "layoff" means a reduction in the working force. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:

1. Probationary employees.
2. Remaining seniority employees within the classification affected shall then be laid off in order of their classification.

B) When employees have the same classification seniority, the employee with the least seniority in the Department shall be laid off first.

C) Upon being laid off from their classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the department provided, however, that the employee is able to perform the required duties of that classification and that the employee has more seniority than the employee being replaced. Employees who change classifications in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.

D) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Steward shall receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

Section 2

A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he was laid off and provided said employee has the ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 3

A) The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

B) Notices of recall shall be sent by certified or registered mail to the employee's last known address as shown on the City's records and it shall be the obligation of the employee to provide the City with a current address and telephone number. A recalled employee shall give

notice of their intent to return to work within three (3) consecutive calendar days, and shall return within seven (7) calendar days or their employment shall be terminated without recourse to this Agreement. Exceptions may be made due to circumstances beyond the control of the employee.

C) In the event a recall is necessary on less than three (3) days notice, the City may call upon the laid off employee(s) either personally or by telephone, until an employee able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over (because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period.

Section 8.5 Loss of Seniority.

An employee's seniority with the City will terminate upon the following reasons:

- A) If the employee quits or retires;
- B) If the employee is discharged for just cause;
- C) After three (3) consecutive days of unauthorized absence;
- D) If the employee fails to report for work as required following notice of recall;
- E) If the employee fails to return to work within three (3) days of a date following a leave of absence or vacation unless a satisfactory reason is given or because of an emergency situation.

Section 8.6 Vacancies.

The City will fill all permanent classification vacancies as soon as possible when need for such action is necessary (as determined and/or established by the City).

A) A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications for the purpose of undermining the Union.

Section 8.7 Promotions.

Promotions to the position of Captain shall be in accordance with the Sergeants' Agreement.

**ARTICLE IX
DAYS OF WORK AND OVERTIME**

Section 9.1.

A normal work day shall consist of eight (8) consecutive regularly scheduled hours per day, inclusive of a meal period. Time and one-half will be granted under the following conditions:

There may be special community events when the Police Chief requires Captain(s) to work. If these special events reimburse the City for all expenses, including direct labor, and the required work exceeds the normal work day and work week schedule, such excess hours worked shall be paid at time-and-one-half (1½) the Captain's regular rate of pay. This would include Federal and State grants which reimburse overtime costs.

Section 9.2 Personal Leave Time.

Full time employees shall earn twenty-four (24) hours of personal leave time per fiscal year. Personal leave time is non-accumulative. These leave days shall be utilized by employees within the bargaining unit upon approval of the Chief of Police.

ARTICLE X
LEAVES OF ABSENCE

Section 10.1 Personal Leave.

The City, for good cause shown, may grant a personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, longevity pay, or step increases within the salary range credits during such leave. The request for leave of absence shall be made on the prescribed form and shall be submitted in advance of the time a leave of absence is requested.

Section 10.2 Military Leave.

A full time employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserves, shall receive a leave of absence for the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statutes and shall be entitled to any other benefits set forth in this Agreement provided that the employee satisfies the eligibility requirements established in this Agreement.

Section 10.3 Labor Conventions.

Subject to prior approval of the City, time off without pay may be granted without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention, provided ten (10) days advance written notice is given to the City by the Union specifying the purpose of the time off and the length of time off desired. Further provided said absence will not be detrimental to the efficient operations of the department.

Section 10.4 Funeral Leave.

Employees will be allowed time off from their scheduled hours of work to attend the funeral following a death in the immediate family. Time off shall be from the date of death through the date of the funeral. Time lost from the employee's schedule of work shall be compensated at the employee's regular rate, but it shall not exceed three (3) days and twenty-four (24) hours of pay. Immediate family shall mean any relative living within the household of the employee or a wife, husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, or grandchild or grandparent-in-laws of current marriage. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days of leave of absence without pay or at the option of the employee to take sick leave or accumulated vacation.

Section 10.5 Sickness & Accident Insurance

All regular full-time employees shall, following completion of their probationary period if a new hire, receive Sickness and Accident Insurance Coverage which shall provide, at a minimum:

- A) Up to twenty-six (26) weeks of coverage per occurrence.
- B) Coverage shall be effective upon the first (1st) day of an accident and the eighth (8th) day of illness.
- C) A weekly benefit shall be 66 2/3% of the employee's gross wage.

Section 10.6. Short Term Leave Pay

Effective December 1st of each year thereafter, each regular full-time employee shall receive seven (7) paid short term leave days. Short term leave may be taken in increments of one (1) hour or greater upon the approval of the Chief of Police. Short term leave may not be accumulated. New hires shall receive an initial prorated amount of short -term leave days based on their date of hire and a benefit period from December 1, to November 30. Following the first

full pay period after December 1st of each year, each regular full time employee shall receive payment for all unused short term leave, not to exceed seven (7) days, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Section 10.7. Unpaid Leave of Absence

An employee receiving Sickness and Accident Insurance benefits provided for in this section will be considered on an unpaid leave for purposes of earning seniority, vacation, short-term leave and holiday benefits only. The City will continue to pay their portion of health, life and optical/dental insurance premiums for up to the first full month following the time the employee begins receiving Sickness and Accident Insurance benefits provided for under this section. Effective February 5, 1994, the City will comply with the terms of the Family Medical and Leave Act (FMLA) as pertains to this section.

Upon retirement or death of an employee, the employee shall be paid at regular rate of pay for fifty percent (50%) of all sick days to their credit up to a maximum of 120 days. The maximum pay shall be the equivalent of sixty (60) days.

The City may require employees to submit verification of an illness by a physician if the absence due to illness exceed three (3) consecutive working days or where the employee establishes a pattern indicating misuse of sick/short term leave.

An employee shall notify the department of a request for sick leave as soon as possible, but not later than one hour prior to the beginning of the employee's shift.

Maternity leave shall be treated under the terms of this Section.

Section 10.8 Snow Days.

If an employee, after good faith efforts, is unable to report to work for their scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the Governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee at the employee's option may take a day's leave without pay or work on a pass day to make up the lost day, or may utilize an accumulated sick leave day or vacation day.

ARTICLE XI

WAGES

Section 11.1 Classification and Rates.

Listed in Appendix "A" and incorporated herein are the regular rates of pay for the classification of Captain.

Section 11.2 Pay Periods.

The City shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the pay day. An employee who wishes advance pay, up to and including forty (40) hours prior to normal pay day, for hours actually worked may be paid upon approval of the Human Resource Director after notification of the Chief of Police.

Section 11.3 Authorized Payroll Deductions.

In addition to mandatory deductions, employees may authorize the following deduction in their paychecks: Health insurance, contributions to United Way, Credit Union and other deductions as applicable and agreed upon by the parties.

Section 11.4 Bonds.

Should the City require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the City.

Section 11.5 Training.

The City shall pay the cost of schooling, (i.e. tuition, books, actual travel expenses for out-of-city travel and reasonable cost for meals) for any state mandated training required for maintenance of certification or for training solely mandated by the City. Any employee required to attend training schools during his typical work schedule, benefitting both the City and the employee, shall be remunerated at their regular rate of pay.

Section 11.6 Uniforms and Equipment.

The City shall furnish all uniforms and equipment it deems necessary for the employee to perform their assigned duties. It shall be the responsibility of the City to clean and maintain such uniforms and equipment. Each Captain shall receive an annual clothing allowance in the amount of one thousand dollars (\$1,000) at the beginning of the fiscal year pro-rated monthly. It shall be the responsibility of the City to dry clean the Captain's suit jackets and pants purchased under this Section which require dry cleaning.

Section 11.7 Paid Vacations.

Full time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

- A) Eighty (80) Hours after 1 year of service
One Hundred Twenty (120) hours after 5 years of service
One Hundred Sixty (160) Hours after 15 years of service
One Hundred eighty-four (184) hours after 20 years of service

B) Annual vacation leave days may be accumulated by an employee not to exceed five (5) work weeks (Two Hundred (200) hours), carried over on October 1 of each year. Upon separation from service, the employee shall be entitled to compensation for any unused portion of their accumulated vacation leave.

C) The Police Chief shall approve all requests for vacation use for employees with particular regard to seniority and efficient and effective operation of the department. Vacations scheduled and approved may be canceled in the event of an emergency requiring the services of those scheduled for leave.

D) In the case where an employee is unable to utilize his vacation leave because of an emergency requiring the services of that employee, the employee will be allowed to carry over additional vacation days over and above those cited in (B) above.

Section 11.8 Disability Pay.

If any employee is disabled in the course of or arising out of employment and as such is eligible for work disability benefits under the Worker's Compensation Laws of the State of Michigan, such employee shall be allowed salary payments which, with this compensation benefit, will equal the employee's regular gross salary or wage. The City shall pay the difference between the employee's regular gross wage and Worker's Compensation for the initial thirty (30) days during which the employee is actually receiving Worker's Compensation payments in the event an employee suffers a direct injury caused by another person. In all other cases, salary payments that are in addition to Worker's Compensation benefits shall be deducted from the employee's accrued sick leave. Upon exhaustion of sick leave bank, short-term leave bank then accrued vacation bank hours may be used and deducted from appropriate banks in accordance with this section.

Section 11.9 Holiday Pay.

Eligible employees shall be entitled to holiday leaves with pay on the following recognized holidays:

- | | |
|----------------------|------------------------|
| New Years Day | Labor Day |
| President's Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas Eve Day |
| July 4 th | Christmas Day |

A) Captains shall not work holidays except on specific authorization by the Chief of Police. Each employee not scheduled to work on a holiday shall receive eight (8) hours of pay at the employee's regular rate for the holiday. If an employee is required to work, the employee will receive, in addition to their eight (8) hours of holiday pay, time and one-half (1-1/2) for all hours worked on a holiday. If a holiday falls on a Saturday or Sunday, the Captain will receive off the Friday before a Saturday holiday or the Monday after a Sunday holiday with this day counting as the holiday to be taken as time off for purposes of this Agreement.

B) To be eligible for holiday pay credits an employee shall have worked their last scheduled work day immediately preceding the holiday and the next scheduled work day immediately following the holiday unless on an excused leave.

C) When a holiday falls during an employee's vacation period or during an excused leave of absence with pay and the absence from work is due to these leaves, the employee will be paid holiday credits in addition to such vacation or leave pay for that day.

D) When a holiday falls during an employee's vacation or sick leave absence and such employee received such holiday pay credit, the holiday shall not be used to reduce the number of such vacation or sick leave days deducted from the employee's accumulated vacation or sick leave.

E) The hours paid in holiday credits shall not be used in computing overtime payments.

ARTICLE XII INSURANCE

Section 12.1 Life Insurance.

The City agrees to pay the full premium for term life insurance after six (6) months service for regular full-time employees, in the amount of two (2) times the employee's annual salary rounded to the next higher \$500, subject to a maximum of \$100,000.

Section 12.2. Medical Insurance.

The employer shall provide health benefits equivalent to the current plans High Deductible Health Savings Account HMO 100% Hospital Plan and HMO 100% High Plan. It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits. There may be the other plans or insurance carriers offered as options to the employees.

It shall be the responsibility of the employee to report changes in status to the Human Resources within thirty (30) days of qualifying event. Such changes include: birth or death of a family member, marriage of a dependent, divorce, or election of coverage under a spouse's policy of hospitalization.

The City retains the right to review alternate health care providers and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, provides equivalent or greater benefits and coverage, and accepted by the health care community.

The City shall make this coverage available to all regular full-time employees, the employee's spouse, and the employee's dependents in accordance with Federal Law. Employees shall be required to complete an application for coverage and be required to promptly notify the City of any changes in status affecting the employee's coverage. Such notice shall be on forms provided by the City. New employees shall be eligible for health insurance coverage pursuant to terms and conditions of the City's health insurance contract

Section 12.3 Medical Insurance Opt-Out Option

The Employer agrees to compensate employees who have other health insurance coverage, three thousand six hundred dollars (\$3,600.00) per year pro-rated at three hundred dollars (\$300.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for the eligible employee. For those employees who terminate during the year, the applicable monthly opt-out compensation will be paid out in the employee's last paycheck. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually and provide proof of other medical insurance coverage.

Section 12.4 Insurance Committee

The City reserves the right to change health insurance providers and/or programs. The health insurance provider selected by the City shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance program selected by the City shall conform to all of the terms of this Agreement. The Union shall be notified of any change in benefits or coverage.

There shall be a City of Traverse City Group Health Insurance Committee consisting of representatives from each union and administrative group. Up to Two (2) members of the Union will be part of this committee. The committee shall examine the health insurance program including, but not limited to, alternate providers, benefit levels, and premiums and shall make recommendations to the City regarding such.

The parties agree to reopen affected articles, should the Federal or State government take-over or substantially change the current system of employer-provided group medical insurance coverage, or costs related thereto.

Section 12.5 Retirement Health Care Savings Plan (HCSP)

Effective August 1, 2008, the Employer agrees to provide an I.R.S. qualifying health savings plan that allows employees to save for retiree medical expenses with pre-tax dollars. The Employer agrees to match a maximum of one-half percent (1/2%) of an employee's gross salary provided an employee contributes a minimum of one-half percent (1/2%) of an employee's gross salary to the plan. All employees are required to enroll in accordance with I.R.S. regulations covering such plans.

Effective for any new employee hired after July 1, 2009, there will be no Retiree Health Insurance coverage. Instead the City will add 1.5% to the current .5% contribution into the I.R.S. qualifying health savings plan for retiree health expenses, matched by an employee share of .5%.

Section 12.6 Retiree's Health Insurance Coverage.

Effective for any employee who was hired prior to July 1, 2009 and who retires on or after July 1, 2009, the City will provide the same health insurance cost sharing toward retiree hospitalization insurance coverage as provided to current employees, subject to the following:

- A) The employee must have at least 10 years of services with the City, and,
- B) The employee must retire under the retirement system (Act 345), and
- C) The employee must be receiving an Act 345 Pension.

This health insurance cost sharing will continue for the life of the retiring employee, and the spouse, provided that such spousal benefits will terminate in the event of a divorce or remarriage of the surviving spouse. The retiree shall be responsible for the difference in cost in premiums for all additional eligible dependents as allowed by the plan documents.

Effective for any new employee hired after July 1, 2009, there will be no Retiree Health Insurance coverage.

Section 12.7 Worker's Compensation.

The City will provide Worker's Compensation protection for all employees as required by law. Refer to Section 11.8 Disability Pay.

Section 12.8 Dental and Optical Insurance.

- A) The City agrees to provide and to pay the full premium for Dental and Optical Insurance equivalent to or substantially equivalent to the plans currently provided to the employee, spouse, and dependent children
- B) Unmarried dependent children may be covered under the dental plan until the end of the calendar year in which they attain the age of twenty-six (26).
- C) Unmarried dependent children may be covered under the optical plan until the end of the month age nineteen (19) or to the end of the month in which they turn age twenty-five (25) if full time students.

Effective date of coverage for new employees will be in accordance with the providers provisions and after the first six (6) months of service.

There shall be an Insurance Committee consisting of equal representation by the City and the Union. This committee shall examine the employer's dental and optical insurance program including, but not limited to, alternative providers, benefit levels, and premiums and shall make recommendations to the employer regarding such.

Section 12.9 Insurance Premiums During Layoff or Leave of Absence.

The City shall pay their portion of the required insurance premiums for the first full month following the month in which an employee is laid-off or takes a personal leave of absence under Section 10.1. If the leave of absence is in accordance with Section 10.5 Sick/Short-Term Leave, the City shall pay their portion of the required insurance premiums for the first full month following the time an employee begins receiving Sickness and Accident Insurance benefits provided under that section. If the leave of absence is for a work-related disability in accordance with Section 12.5 and 11.8, the City shall pay their portion of the required insurance premiums for six (6) consecutive months. Provided, however, that in all of the above cases, the employee pays their portion for continuation of these benefits. Upon discontinuance of the City's payment of insurance premiums for employees under a leave of absence, an employee shall assume the full cost of the required insurance premiums in order to maintain insurance coverage.

**ARTICLE XIII
SPECIAL CONFERENCE**

Section 13.1.

Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon request of either party. Such meetings shall be between one (1) and not more than three (3) representatives of the City and representatives of the Union unless otherwise mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

**ARTICLE XIV
SEPARABILITY AND SAVINGS CLAUSE**

Section 14.1.

A) In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

B) In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE XV
SPECIAL INACTIVATION

Section 15.1

If any member shoots, while in the line of duty, another person either injuring or killing that person, at the City's discretion, that member shall be placed on administrative duty for four (4) consecutive days except during periods of emergency.

The member shall be required to participate in counseling through the City's Employee Assistance Program (E.A.P.) after an incident involving a shooting.

ARTICLE XVI
RETIREMENT

Section 16.1

The retirement provision shall be governed by Public Act 345 of the Public Acts of 1937, as amended, unless that Act is specifically amended by the agreement of the parties.

Effective July 1, 2009, any member age fifty (50) with twenty-five (25) years of service or age sixty (60) regardless of service shall have a pension as authorized under Public Act 345, payable at the rate of two and eight-tenths percent (2.8%) of the average of the three (3) years of highest annual compensation received during the five (5) years of service immediately preceding retirement or leaving service, multiplied by the first twenty-five (25) years of service, and all other benefits and compensation as set forth in said Act. (Michigan Act 345 of 1937 provides for "1% of the member's average final compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years."). Effective July 1, 2011, each employee shall make a retirement contribution of six percent (6.0%) of gross salary. Retirement contributions shall be by payroll deduction.

Effective July 1, 2009 reduce the pension multiplier to two percent (2.0%) for the first twenty-five (25) years of service for all new employees hired on or after July 1, 2009.

Effective January 1, 1994, an annual post-retirement adjustment of up to two and one-half percent (2.5%) based upon the annual increase in the CPI, of the annual pension amount for a period of twenty (20) years beginning one (1) year after the member's date of retirement.

Section 16.2 Longevity Payments.

In addition to the base pay as set forth in the attached salary schedule, employees hired prior to January 1, 1999, shall receive longevity pay as follows:

- After ten (10) years' of continuous service..... 3% of base pay
- After fifteen (15) years' of continuous service..... 5% of base pay
- After twenty (22) years' of continuous service..... 7% of base pay

Employees hired after January 1, 1999, shall receive a pro-rated longevity payment added to his/her hourly pay rate on the first pay period following their anniversary date according to the following schedule:

- After ten (10) years' continuous service: \$0.30
- After fifteen (15) years' continuous service: \$0.40
- After twenty-two (22) years' continuous service: \$0.50

Employees internally promoted to the position of Captain will bring forth the longevity payment they are receiving, or the longevity payment per the collective bargaining agreement that they are promoted from.

ARTICLE XVII
PHYSICAL MAINTENANCE PROGRAM

Participation in the Police Physical Maintenance Program is voluntary. The Program shall not be changed by the City except after notice to the Union and then subject to collective bargaining permitted by law regarding changes. The meaning, application and effect of the policy are not subject to the grievance procedure or other contract or labor remedies.

Beginning in July 2009 and annually thereafter, employees who attain a score of 75% or higher will receive a payment of \$0.48 per hour. Employees who attain a score of 65% to 74% will receive a payment of \$0.36 per hour. Payment will take effect January 1 through December 31 following the completion of the physical.

ARTICLE XVIII
MISCELLANEOUS

Section 18.1 No Discrimination.

There shall be no discrimination against any employee or employees by either the City or the Union in regard to hiring, tenure, terms, compensation, work classifications, promotions or demotions, termination, transfers, or other conditions of employment because of their actual or perceived race, color, national origin, sex, age, height, weight, marital status, religion, physical or mental disability, family status, sexual orientation, or gender identity or gender expression.

Section 18.2 Bulletin Boards.

The City will provide a bulletin board in the Police Building which may be used by the Union for posting notices limited to:

- A) Notices of Union recreational or social events.
- B) Notice of Police Union elections and results.
- C) Notices of Union meetings and results.
- D) Official Teamsters communications.
- E) Fraternal Police communications.
- F) Other information which is not derogatory to the City or its administration.

The City reserves the right to police the bulletin board so that no offensive material is posted thereon.

Section 18.3 Rules and Regulations.

The City reserves the right to establish and publish from time to time, reasonable rules and regulations which it shall deem proper to govern the conduct of its employees.

Section 18.4 Washrooms.

The City will provide washrooms and lockers for the changing and storage of clothing. Such lockers may be inspected monthly by the Chief of Police and once a month other than for general inspection by the Chief of Police in the presence of the employee assigned such locker; the latter to be made subject to five (5) days' notice to the employee.

Section 18.5 Mileage.

When an employee is required by the City to provide their own vehicle to perform their duties, the employee shall receive an allowance as defined under the Internal Revenue Code.

Section 18.6 Changes.

Any time a new division is established or an existing division is combined with another, the City will notify the Union prior to implementing such change. The effect of such change shall be a proper subject of the Special Conference and shall be governed by the provision of this Agreement relating to work assignments.

Section 18.7 Legal Assistance.

The City will provide to the employee such legal assistance as provided by present insurance policy and as required by law.

Section 18.8 Janitorial Duties.

The employees will not be required to perform any janitorial or building maintenance functions except by mutual agreement or in the case of unusual circumstances or an emergency.

Section 18.9 Changes of Address.

An employee changing their place of permanent residence shall make such change known to their immediate supervisor as soon as possible on a form provided by the City for such purposes. Such change of address may then be forwarded by the Police Chief to all City offices requiring such information.

Section 18.10 Telephone Numbers.

All employees shall be required to give their home addresses and phone numbers to the Chief of Police. Such phone numbers shall be held in strict confidence and will not be given out to anyone except the Manager, Attorney or designee without the permission of the employee and then only by a shift supervisor.

Section 18.11 Beneficiary.

Earned pay and earned benefits specified in this Agreement which are due to an employee upon their death shall be paid to their named beneficiary and, if no beneficiary is named, to their estate.

Section 18.12 Residency.

Employees must live within a radius of twenty (20) miles of the City limits as measured from the nearest City limit. Employees who were living outside such radius prior to March 10, 2000 shall be permitted to remain in such place of residence, but if they move, must move within the above mentioned distance. New Hires have one (1) year from date of hire to attain such residence. Failure to comply with this provision shall be a reason for termination. Extensions due to extenuating circumstances may be granted by the City Manager. Change of address shall be reported with seven (7) calendars days to the Office of Human Resources.

Section 18.13 Gender.

The masculine pronoun, whenever used in this Agreement, shall include the female pronoun, and the singular pronoun, the plural, unless the context clearly otherwise requires.

Section 18.14 Captions.

The captions used in each Section of this Agreement are for the purposes of identification and are not a substantial part of this Agreement.

Section 18.15 Education.

The City shall provide the employees the opportunity to take courses in an accredited college, university or community college by reimbursing the employee for tuition, and required textbooks for three (3) courses or ten (10) credit hours per semester or term.

A) All applications must be submitted to the Educational Committee for approval prior to enrollment. (The Educational Committee is composed of the Chief of Police and the City Manager.)

B) In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source, the course must be job-related and the employee must receive a grade of C or better.

Section 18.16 Tobacco Products

Upon promotion or hire to the classification of Captain, no tobacco products shall be permitted to be used while “on” or “off” duty.

ARTICLE XIX

DURATION

Section 19.1.

This Agreement shall be effective on the 1st day of July, 2016 and shall remain in force and effect until the 30th day of June, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least ninety (90) days prior to the anniversary date it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is reached by the parties.

This Agreement was negotiated by the following listed representatives:

Local 214

Robert Donick

James Bussell

Kevin Dunklow

City of Traverse City

Martin Colburn

Penny Hill

Kristine Bosley

TRAVERSE CITY, MICHIGAN

By 
Benjamin Marentette, City Clerk

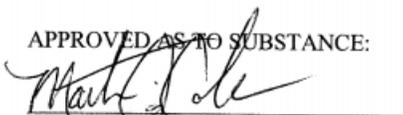
By 
Jim Carruthers, Mayor

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214


Robert Donick, Business Representative


James Bussell, Steward


Kevin Dunklow, Alternate Steward

APPROVED AS TO SUBSTANCE:

Martin Colburn, City Manager

Date: 10/03/2016

APPENDIX "A"
POLICE CAPTAIN ANNUAL SALARY

Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

Effective July 1, 2016 There shall be a 2.25% increase

Effective July 1, 2017 There shall be a 2% increase

Effective July 1, 2018 There shall be a 2% increase

A stipend shall be paid the first payroll date in July and/or a pro-rated amount when the Captain first successful completion of the following:

1. \$1,000 School of Police Staff and Command
2. \$1,000 Law Enforcement Executive Leadership Institute (LEELI) or MCOLES certified Advance Police Supervision Course as determined by the Chief of Police (maximum of \$1000 annually)
3. \$2,000 Master's Degree from an accredited University in a related field of study, such as criminal justice, police science and public administration.

Effective the first pay of July each year an annual stipend in the amount of \$250.00 (subject to all required deductions) shall be included for the voluntary off-duty carry of a weapon.

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