

RES 16-087

Wilmington, Delaware  
November 17, 2016

#4295

Sponsors:

Council  
President  
Gregory

Council  
Member  
M. Brown

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILMINGTON that the Agreement for the term of July 1, 2014 through June 30, 2017 between the *CITY OF WILMINGTON*, a municipal corporation of the State of Delaware, and the *FRATERNAL ORDER OF POLICE, LODGE #1* (Captains & Inspectors), a copy of which is attached hereto and made a part hereof, is hereby approved and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the said Agreement as may be necessary.

Passed by City Council,  
November 17, 2016

ATTEST: Maribel Seijo  
City Clerk

Approved as to form this  
17th day of November, 2016

Michael P. Magliore  
City Solicitor

**SYNOPSIS**

This Resolution approves the Agreement between the Fraternal Order of Police, Lodge #1 (Captains & Inspectors) and the City of Wilmington, for the term of July 1, 2014 through June 30, 2017.



**CITY OF WILMINGTON  
&  
FOP LODGE #1  
CAPTAINS & INSPECTORS  
BARGAINING AGREEMENT**

**07/01/14 – 06/30/17**

## TABLE OF CONTENTS

	Page
ARTICLE 1 PURPOSE.....	1
ARTICLE 2 EMPLOYEES REPRESENTATIVE, DEDUCTION OF FEES, AND UNION SECURITY.....	1
ARTICLE 3 GRIEVANCE PROCEDURE .....	2
ARTICLE 4 MAINTENANCE OF STANDARDS.....	4
ARTICLE 5 HOLIDAYS .....	4
ARTICLE 6 VACATION.....	4
ARTICLE 7 SICK LEAVE.....	6
ARTICLE 8 HEALTH AND WELFARE .....	9
ARTICLE 9 WORKING CONDITIONS.....	11
ARTICLE 10 WORK RULES AND REGULATIONS.....	12
ARTICLE 11 PENSION.....	15
ARTICLE 12 OUTSIDE EMPLOYMENT.....	15
ARTICLE 13 CLASSIFICATION AND SALARIES .....	16
ARTICLE 14 HOURS OF WORK .....	19
ARTICLE 15 ORDINANCES AND STATUTES.....	20
ARTICLE 16 ALTERATION OF AGREEMENT.....	20
ARTICLE 17 DURATION OF AGREEMENT.....	20
ARTICLE 18 NON-DISCRIMINATION.....	21
ARTICLE 19 NO STRIKE CLAUSE .....	21
ARTICLE 20 GENERAL SAVINGS CLAUSE .....	21
APPENDIX A-1.....	23
APPENDIX A – 2.....	24
APPENDIX A – 3.....	25

## **AGREEMENT**

between

**THE CITY OF WILMINGTON**, a municipal corporation  
of the State of Delaware (hereinafter referred  
to as the "Employer" or the "City")

and

**CAPTAINS AND INSPECTORS CONTRACT  
FRATERNAL ORDER OF POLICE LODGE NO. 1**  
(hereinafter referred to as the "Lodge")

### **ARTICLE 1 PURPOSE**

**Section 1.1** It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish proper standards of wages, working conditions, and other conditions of employment.

### **ARTICLE 2 EMPLOYEES REPRESENTATIVE, DEDUCTION OF FEES, AND UNION SECURITY**

**Section 2.1** The Employer recognizes the Wilmington Lodge #1 Fraternal Order of Police as the exclusive bargaining agent for employees certified by the Department of Labor and Industrial Relations for the purpose of this Agreement. The term "employees" and "police officers" shall include the ranks of Captains and Inspectors of the Police Department of the City of Wilmington.

**Section 2.2** Upon the written authorization of any employee covered by this contract, the City shall deduct from his wages the monthly amount of dues as certified by the Secretary of the Lodge and shall deliver the same to the Treasurer of the Lodge.

**Section 2.3** The Lodge shall deliver to the City, at least ten (10) days before the end of the current pay period, additional "check-off of dues forms" under which membership dues for the current pay period are to be deducted. Dues withheld shall be transmitted by the City, with a list of those for whom such deductions have been made, to the duly elected Treasurer of the Lodge not later than the tenth (10th) working day of the following month.

**Section 2.4 Lodge Security.** All permanent Captains and Inspectors of the Police Department shall have the right to join or refrain from joining Fraternal Order of Police, Lodge No. 1. Any employee who chooses not to join Fraternal Order of Police, Lodge No. 1, and who is covered by the terms of this Collective Bargaining Agreement shall, however, be

required to pay to Fraternal Order of Police, Lodge No. 1, an amount of money equal to the initiation fee uniformly required for membership in Fraternal Order of Police, Lodge No. 1, and a monthly service fee equal to the monthly dues charged members of Fraternal Order of Police, Lodge No. 1, to defray the costs in connection with Fraternal Order of Police, Lodge No. 1's legal obligations and responsibilities as the exclusive bargaining agent of the employees covered by this Agreement.

In addition, any employee who chooses not to join Fraternal Order of Police, Lodge No. 1, shall be required to pay any assessment uniformly levied upon all members of Fraternal Order of Police, Lodge No. 1, in connection with costs relating to collective bargaining and/or arbitration concerning the terms and conditions of any proposed Collective Bargaining Agreement.

The aforesaid payments shall be payable on or before the first (1st) day of each month and such sums shall in no case exceed the initiation fee, membership dues and uniform assessments paid by those employees who are members of Fraternal Order of Police, Lodge No. 1.

Other than payment of fees above referred to, those employees who do not choose to join Fraternal Order of Police, Lodge No. 1, shall be under no further obligation or requirement of any kind to said Lodge.

It is further understood and agreed that as a condition of continued employment, all employees covered by this Agreement shall, on the thirtieth (30th) day following their appointment as a permanent member of the Wilmington Police Department, or effective date of this Agreement, whichever is later, pay the established fees above referred to.

**Section 2.5** The Lodge agrees that they shall hold the Employer harmless against any and all complaints, claims, judgments, or demands that may arise out of or in any way be related to compliance by the Employer with the terms of this Article or in reliance by the Employer upon any document furnished to the Employer by the Lodge pursuant to the provisions of this Article.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

**Section 3.1** The grievance procedures set forth in this section are established in order to provide adequate opportunity for Captains and Inspectors of the Police Department to bring forth their views relating to any unfair or improper aspect of their employment situation and to seek correction thereof.

**Section 3.2** The procedure set forth below shall apply to all employee grievances as defined in Section 3.9.

**Section 3.3** In any instance of grievance, the employee concerned shall discuss the grievance with the Chief of Police within ten (10) days of the date of the grievance or his knowledge of its occurrence. The Chief may invite the Director of Personnel to participate in any meeting relative to the grievance. At such meeting, discussion shall be limited

to the issues raised in the grievance complaint and an earnest effort shall be made to arrive at a satisfactory resolution of the issue. The Director of Personnel and/or the Chief shall make notes and memoranda of the substance of the issues and conclusions of the meeting. The Director of Personnel and/or the Chief shall respond in writing within five (5) workdays.

**Section 3.4** If, after receipt of the written decision of the Director of Personnel and/or the Chief of the Police Department, the grievance has not been satisfactorily resolved, or if they fail to agree, the Lodge may appeal to an impartial arbitrator by writing to the Director of Personnel not later than five (5) working days after the rendering of the decision or the expiration of the time limit for the rendering of such decision. No appeal shall be considered unless signed by the President of the FOP.

**Section 3.5** The impartial arbitrator shall be selected by the Lodge and Employer. In the event they are unable to agree upon an impartial arbitrator within five (5) days after the request for arbitration is made by either party, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitration Association. The cost of the impartial arbitrator shall be borne equally by both parties. The decision of the arbitrator shall be made within thirty (30) days of the closing of the hearing and shall be binding upon both parties. The arbitrator will have no jurisdiction over disciplinary cases.

**Section 3.6** The arbitrator shall have access to all written statements and documents pertaining to the appeals in the grievance.

**Section 3.7** Within thirty (30) days after the selection of the impartial arbitrator, the arbitrator shall hold a hearing in connection with the appeal. The employee may be represented by a representative of his choice. Hearings need not be conducted according to technical rules relating to evidence and witnesses.

**Section 3.8** Within thirty (30) days of the conclusion of the arbitrator's hearing, he shall certify his findings, which shall then be final.

**Section 3.9** Matters that may be grieved shall be limited to disputes or misunderstandings, which may arise between the parties concerning the application or interpretation of this Agreement.

**Section 3.10** The Lodge shall be presumed to be the authorized representative of all Captains and Inspectors of the bargaining unit in grievance proceedings, unless an individually aggrieved employee, in writing, rejects its representation.

**Section 3.11** Where the alleged grievance involves a matter of general application impacting on a significantly large number of employees, the Lodge may initiate a grievance on behalf of the entire group involved. The Lodge may raise the issue under Section 4 of the Grievance Procedure. All individuals in the group that will be affected by the grievance and its resolution shall be bound to any resolution which is accepted by the Lodge Committee and shall not thereafter again raise the issue individually.

## **ARTICLE 4 MAINTENANCE OF STANDARDS**

**Section 4.1** The City agrees that all conditions of employment relating to wages, salaries, hours, insurance, vacations, sick leave, grievance procedures and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the same shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

## **ARTICLE 5 HOLIDAYS**

**Section 5.1** The following and such other days as the Mayor may designate shall be holidays with pay: New Year's Day; Martin Luther King Day; Presidents' Day; Memorial Day; the fourth day of July, known as Independence Day; the first Monday in September, known as Labor Day; Veterans Day; Thanksgiving Day, whenever proclaimed; Christmas Day; and the day of the general election as it biennially occurs.

**Section 5.2** Whenever civilian employees are excused from work by an Executive Order of the Mayor, for any day or portion of a day not covered by ordinance or statute, the employees shall have the option of receiving either a like number of hours off or cash payment at straight time rates for those required to work on that day. This section shall apply only to those employees who are scheduled to work during the day or portion of the day covered by the Executive Order.

**Section 5.3** Employees are eligible for three (3) Floating Days per calendar year which will be credited on January 1st. However, an Employee who becomes a member of this bargaining unit will have their Floating Days pro-rated the first year based on their appointment date as follows:

January 1 – March 31	3 days
April 1 – June 30	2 days
July 1 – September 30	1 day
October 1 – December 31	0 days

The Floating Days must be scheduled as days off per departmental regulations and must be used in the calendar year earned. Floating Days will not be calculated as a part of terminal leave payouts and cannot be donated to other employees. Floating Days must be used in half or whole day increments.

## **ARTICLE 6 VACATION**

**Section 6.1** All paid vacations for employees of the Employer shall be computed as follows:

(a) One (1) working day vacation per month during the first six (6) months of continuous employment; however, no vacation may be taken until the employee has worked at least six (6) months.

(b) One (1) working day vacation per month after the completion of the first six (6) months of continuous employment until the next January 1. Each January 1 thereafter, s/he will be credited with twelve (12) days of vacation for the calendar year, until the completion of five (5) years of continuous service (i.e., the day beginning the employee's sixth year of employment), at which time the employee will be credited with an additional three (3) days of vacation for a total of fifteen (15) days for the year.

(c) Each January 1 thereafter, s/he will be credited with fifteen (15) days of vacation for the calendar year, until the completion of nine (9) years of service (i.e., the day beginning the employee's tenth year of employment), at which time the employee will be credited with an additional five (5) days of vacation for a total of twenty (20) days for the year.

(d) Each January 1 thereafter, s/he will be credited with twenty (20) days of vacation for the calendar year, until the completion of twelve (12) years of service (i.e., the day beginning the employee's thirteenth year of employment), at which time the employee will be credited with an additional two (2) days of vacation for a total of twenty-two (22) days for the year.

(e) Each January 1 thereafter, s/he will be credited with twenty-two (22) days of vacation for the calendar year, until the completion of fifteen (15) years of service (i.e., the day beginning the employee's sixteenth year of employment), at which time the employee will be credited with an additional three (3) days of vacation for a total of twenty-five (25) days for the year.

**Section 6.2** Vacation shall not be accumulated from year to year except that (a) a maximum of ten (10) vacation days may be carried over to the following year and (b) all unused vacation days may be carried over from year to year beginning in the employee's 19<sup>th</sup> to 20<sup>th</sup> year of service, provided that no employee can carry over more than thirty-five (35) vacation days in any given year.

**Section 6.3** Vacation time shall be exhausted before the starting date of an eligible employee going off on pension.

**Section 6.4** Vacation preference shall be determined on the basis of seniority within the divisions of the Police Department and within each division on the basis of rank with length of service in rank determining right of selection between men of equal rank.

**Section 6.5** Pay for all vacations will be based on the rate of pay of the employee at the time of vacation and will be paid in advance of regularly scheduled vacations.

**Section 6.6** If a holiday falls within a scheduled vacation period, an additional day of vacation shall be granted.



### **Section 6.7**

(a) "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard. "Reserve Components" is defined to include the federally recognized National Guard and Air National Guard of the United States, the Officers Reserve Corps, the Regular Army Reserve, the Air Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and the Coast Guard Reserve.

(b) Any employee of the City who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to leave of absence without loss of time or annual leave during which he is engaged in the performance of official duty or training in this state, or in the United States, under competent orders. While on such leave, he shall be paid his regular salary, less his military pay, not to exceed a total of ten (10) working days in any one (1) calendar year.

(c) To receive payment of salary, an employee must, prior to his leave, file with the Personnel Office of the City, a copy of his official orders, and upon return a certification from his commanding officer of performance of duty in accordance with terms of the orders.

(d) It shall be the policy of the City to guarantee to its permanent employees who, during a national emergency, volunteer or are called for active military service, a position upon their return to civilian life equal to the one they left, provided that the requirements set forth in the above paragraph are fulfilled.

(e) Permanent employees who, with ninety (90) days of service, volunteer, or are called for active military service shall be paid from the date they leave City employ for all accrued vacation to their credit at that date. The employee, at his discretion, may elect not to be paid for vacation leave but to leave it to his credit for use upon returning to the department.

(f) These same policies shall be applicable to permanent employees who at any time are subject to the provisions of the Selective Service Act.

## **ARTICLE 7 SICK LEAVE**

### **Section 7.1**

**Sick Leave.** Sick leave shall be granted to employees when they are incapacitated from the performance of their duties by sickness, injury, or for medical examination or treatment, when certified by the employee's physician, dental, or optical examination, or treatment, when certified by any other medical professional. Sick leave shall also be granted when a member of the immediate family (defined as the employee's mother and father, grandparents, spouse, son, daughter, including sons and daughters by lawful adoption, stepchildren, foster children, and those children for whom the employee is acting in loco parentis) is afflicted with a contagious disease or requires the care and attendance of the employees, or when, through exposure to contagious disease, the presence of the employee at his/her employment position would jeopardize the health of others.

### **Section 7.2**

Sick leave shall be based on a five (5) day workweek. Overtime shall not be construed as to add extra time to accumulated sick leave. Calculation of

sick leave accumulation for all eligible employees shall be at the rate of one (1) day per month on the thirtieth (30th) day of each month, accumulated to a maximum of two-hundred forty (240) days.

The schedule for all eligible employees is as follows:

Number of Years Employed	Rate of Accumulated Sick Leave/Mo.	Rate of Accumulated Sick Leave	Total Accumulated Sick Leave
1st	1 day	12 days	12 days
2nd	1 day	12 days	24 days
3rd	1 day	12 days	36 days
4th	1 day	12 days	48 days
5th	1 day	12 days	60 days
6th	1 day	12 days	72 days
7th	1 day	12 days	84 days
8th	1 day	12 days	96 days
9th	1 day	12 days	108 days
10th	1 day	12 days	120 days
11th	1 day	12 days	132 days
12th	1 day	12 days	144 days
13th	1 day	12 days	156 days
14th	1 day	12 days	168 days
15th	1 day	12 days	180 days
16th	1 day	12 days	192 days
17th	1 day	12 days	204 days
18th	1 day	12 days	216 days
19th	1 day	12 days	228 days
20th	1 day	12 days	240 days

**Section 7.3** One (1) day of credit for sick leave will be allowed for each calendar month of continuous service in which the employee has worked or has been paid vacation or sick leave for at least thirteen (13) working days of such month.

**Section 7.4** Sick leave accumulated by employees on the effective date of this Agreement from which this section derives shall be credited to their personnel record.

**Section 7.5** In order to qualify for sick leave, all employees must comply with the following conditions:

(a) Report off sick by notifying the Chief one (1) hour prior to starting time if they are off sick.

(b) After three (3) or more days of continued absence, the City may require the employee to provide the Chief a note from a physician satisfactorily demonstrating why they were unable to work. If any employee is absent from work due to personal illness or illness of an immediate family member for longer than three (3) consecutive work days and expects to be away from work for more than nine (9) consecutive work days, on

no later than the tenth (10th) day of absence a medical doctor's certification must be submitted forthwith to the employee's immediate supervisor together with written indication of the anticipated length of absence. This certificate shall be retained in the Police Department, and a copy shall be forwarded to the City Dispensary and will become part of the employee's medical record.

**Section 7.6** Employees taking time off and not complying with the conditions of Paragraphs (1) and (2) of Section 5 will not be paid for time off.

**Section 7.7** Employees injured on the job in the performance of their assigned duties will be covered by the Workmen's Compensation Plan and their time off will not be chargeable to either their accumulated sick leave or their vacation time. The City shall pay the employee injured in the performance of his assigned duties the difference between compensation pay and the sum he would have received in his regular pay.

**Section 7.8** All employees shall be granted up to four (4) consecutive working days off for a death in the Police Officer's immediate family. Death in the employee's immediate family shall be construed to mean the death of one (1) of the following: spouse, children, parents, step-parents, brother, sister, grandparents, spouse's grandparents, mother-in-law, and father-in-law. Additional time off will be granted for necessary travel to distant states for funeral services. The time off allowed in the case of death in the employee's immediate family shall not be chargeable to either sick leave or vacation time. In the event of a death of a near relative not listed above, up to three (3) consecutive days' vacation time may be taken. The Chief may allow time off as prescribed above at the death of other relatives, provided that they are residing at the time with the employee or the employee is residing with them. In the event of a death of a near relative not listed above and with whom the employee is not residing, up to three (3) days' vacation time may be taken.

**Section 7.9** In the case of an extended sickness where an employee has exhausted his accumulated sick leave, all unused vacation time, with the exception of one (1) week which may be retained, must be taken. At the end of this time, if the employee is still away from the job because of sickness, the matter shall be brought before the Sick Leave Arbitration Board, which shall consist of the Director of Personnel, the President of City Council, and the Chief. This Board will study and rule if additional sick leave time, with pay, is to be granted to the employee.

**Section 7.10** Sick leave shall be certified by the Police Chief upon forms prescribed by the Director of Personnel. The Police Chief shall maintain complete and accurate leave records. Records of sick leave accumulated and taken shall be available to the employee.

**Section 7.11** Regularly scheduled time off will not be counted against allowable sick leave if it falls during a period of sick leave.

**Section 7.12** Effective January 1, 2014, an employee, upon retirement after 20 years of service, will be eligible for one of the following:

(a) Accumulated at least 100 but less than 200 days of unused sick leave, shall be granted the right to retire active duty by 40% of the unused sick leave days earlier than the employee's normal effective date of retirement.

(b) Accumulated 200 or more days of unused sick leave shall be granted the right to retire from active duty by 50% of the unused sick leave days earlier than the employee's normal effective date of retirement.

## **ARTICLE 8 HEALTH AND WELFARE**

**Section 8.1** (a) Employees covered by this Agreement shall be offered three medical plans: Point of Service 100/80 ("POS(1)"), Point of Service 90/70 ("POS(2)"), and Simply Blue EPO Plan 100 ("EPO"). These plans shall be provided to employees covered by this Agreement plus eligible dependents during the term of this Agreement.

Effective January 1, 2017, benefits and required employee contributions and co-pays provided under these plans shall be attached to and made a part of this Agreement as Appendix "A".

(b) Upon retirement, employees shall have the right to choose, in writing, to continue coverage with the City of Wilmington's health insurance plan, at the employee's expense, with a deduction from pension payments where applicable, unless the employee qualifies under the stipulations outlined in subsection 8.1(c).

### **(c) Retiree Medical Program**

(1) **Title** – This subsection shall be known as the City of Wilmington Retiree Medical Program. This program will be identical to the medical insurance benefits that are provided for active full-time City employees, except for retirees who are 65 years of age or older. The City reserves the right to offer a different plan for retirees who are 65 years or older, provided that the plan offers benefits comparable to those benefits offered to active employees, i.e., medical and prescription coverage will be of similar value.

(2) **Eligibility** – To be eligible for Retiree Medical Program ("Program") benefits, the City employee must first be a retired bargaining unit member who is receiving a pension benefit pursuant to any City Pension Plan and/or the State of Delaware "County and Municipal Pension" Program. The Program is applicable to all members of this bargaining unit who are active (on the City payroll) full-time employees as of January 1, 2000, and all employees first employed in a full-time position after said date. Any bargaining unit employee who is eligible for City employee pension benefits pursuant to any of the City employee pension benefit programs shall then meet the following requirements in order to receive Retiree Medical Program benefits pursuant to this section:

(a) Uniformed City employees who are not less than 55 years of age with not less than twenty (20) years of service as City employees.

(b) Employees hired on or after July 1, 2011, shall be subject to the increased eligibility requirements of the Retiree Medical Program as amended by Ordinance 11-018.

(3) **Healthcare Coverages** – This Program shall pay not less than 80% of the blended rate up to a maximum of \$8,000.00 for eligible retirees who are less than 65 years of age. The Program shall pay not less than 80% of the blended rate to \$4,000.00 for retirees who are 65 years of age or older. “Blended rate” shall mean the average cost to the City for all active participants in the program.

(4) **Spousal Coverage.**

(a) Spouses and other eligible dependents of covered bargaining unit employees who are eligible under Subsection 8.1(c)(2) Eligibility, as outlined above, shall be permitted to participate in the Retiree Medical Program Group Plan at the group rate for the lifetime of the covered spouse. Premiums shall be the responsibility of the retired City employee or covered spouse. Spouses shall continue as long as they are receiving a City pension benefit.

(b) The premiums for spousal and/or other eligible dependents covered shall be published annually and shall reflect the City’s actual cost for that coverage.

(5) **Dental Benefit** – A dental benefit shall also be optional at the discretion of the retiree. Persons opting for the dental benefit shall be entirely responsible for payment of the requisite premium.

(6) **Disability** – Any bargaining unit employee with at least fifteen (15) years of service, who otherwise qualifies for a City disability pension benefit, shall be eligible for the Retiree Medical Program benefits of this section. This fifteen (15) year requirement shall be waived for any bargaining unit employee who is eligible for a service-related total 75% disability pension.

## **Section 8.2** Life Insurance.

(a) The City agrees to provide \$50,000.00 term life insurance for each employee effective upon ratification of the contract. In addition, the City will provide Accidental Death and Dismemberment coverage of \$50,000.00 effective upon ratification of the contract. The cost of this life insurance, with the exception of \$2.00, shall be borne by the Employer. The \$2.00 fee that shall be assessed against each employee covered by this benefit shall be deducted yearly from the employee’s regular paycheck.

(b) The City agrees to allow employees to purchase an additional \$20,000 term life insurance through monthly payroll deductions.

**Section 8.3** **Dental Plan.** The Employer will continue its current dental benefit (“Current Plan”) and shall also offer an alternative dental benefit (“Traditional

Plan"). The benefits and required contributions and co-pays under these plans shall be attached and made part of this Agreement as Appendix "A-3".

**Section 8.4 Long-Term Disability.** The Employer will continue its current Long-Term Disability Benefit during the life of this Agreement. Nothing set forth herein is intended to constitute an agreement between the City and the Lodge to change any provision of the Police pension.

**Section 8.5 Opt Out.** Any employee who can show proof of other health insurance coverage shall be eligible for \$200.00 per month opt out effective upon ratification of this Agreement.

**Section 8.6 Health Claims.** No dispute arising or relating to the payment of claims shall be subject to the grievance and arbitration procedures set forth in Article 3 of this Agreement.

**Section 8.7** Should the Employer be obligated by law to contribute to a government operated or mandated insurance program, national or otherwise, which duplicates the benefits provided by the Employer under any insurance policy currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double coverage the Employer shall be permitted to cancel benefits or policies which duplicate, in whole, compulsory governmental sponsored insurance program; there shall be no reduction in the benefits provided; if any benefit is partially duplicated, only the duplicated part will be omitted.

## **ARTICLE 9 WORKING CONDITIONS**

**Section 9.1 Annual Uniform/Clothing Allowance.** All Captains and Inspectors of the Police Department are to receive a \$400 annual uniform/clothing allowance payable semiannually. Effective January 1, 1991, the City will begin a uniform cleaning program. Clothing cleaning will include civilian clothing in the same manner as provided for members of the Criminal Investigations Unit.

**Section 9.2 Meal Allowance.** The City will provide for the payment to employees of the Police Department of a meal allotment to be paid at the rate of \$3.50 per meal to any Captain and Inspector who is required to and does work two (2) hours beyond his regular quitting time. The employees shall be furnished an additional meal allotment every four (4) hours thereafter while he continues to work.

**Section 9.3 Friday After Thanksgiving.** An employee who works on the Friday after Thanksgiving (employees who start work on or after 9:00 p.m. are not considered to have work that day) shall have the option of receiving either a like number of hours off or a cash payment for those hours. These hours shall be scheduled with the approval of the Chief.

**Section 9.4 Education Leave.** An employee may be eligible for educational leave with full or partial pay to take courses directly related to his or her job duties as

determined by the Chief of Police and approved by the Director of Public Safety. Such request shall be made in writing or shall set forth the nature of the studies to be under taken and shall specify the anticipated benefits of the Department of Police and/or the City of Wilmington. Any leave granted herein shall not exceed a total of thirty (30) days in any one calendar year.

Such education leave with full or partial pay shall not be granted in conjunction with any other leave of absence and is intended to be utilized by officers needing specific grants of time to attend educational classes which are not available at any off duty time.

Educational leave for a longer period may be granted in special cases of unusual merit. In such cases, the employee must agree in writing to return to work for a period of time equal to that granted for the education leave, which a minimum of commitment of one (1) year.

**Section 9.5**                      **Shoe Allowance.** Each officer shall receive a shoe allowance of \$100.00 per year, payable semiannually.

**Section 9.6**                      **Shift Differential.**

Effective with the implementation of the work schedule outlined in Section 14.1, the shift differential will change to 10% between the hours of 1600 and 0600 and requires working two (2) hours of the shift.

## **ARTICLE 10**

### **WORK RULES AND REGULATIONS**

**Section 10.1**                      **General.** The employees' representative agrees that the Employer has complete authority over the policies and administration of the Police Department, which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, including the establishment of work rules and regulations not inconsistent with the provision of this Agreement. Any matter involving the management of department operations not covered by this Agreement is the province of the Employer. Should the Lodge object to any work rule or regulation as being violative of this Agreement, it may resort to the Grievance Procedure outlined in this Agreement.

The provisions of Sections 2 through 12 of this Article and the disciplinary procedures set out in the Police Rules and Regulations shall constitute the contractual disciplinary grievance procedure, shall govern the conduct of any hearing and shall take precedence over the terms of Sections 9203, 9204, 9205 and 9207 of the Law Enforcement Officers' Bill of Rights, 11 Del. C. Chapter 92. Since the parties have been unable to agree upon and leave unresolved by this Agreement the application, if any, of the terms of Section 9206 to the disciplinary grievance procedure, the positions of the parties as to Section 9206 are preserved for subsequent consideration and resolution by a Court in the context of an actual case or controversy. It is further agreed that the negotiating history which has occurred in connection with the negotiation of the 1987 - 1990 Agreement shall not be raised, presented or in any way considered during any subsequent consideration and resolution of this issue.

**Section 10.2**                      **Disciplinary Suspensions.** No suspension for any period provided in the disciplinary code shall affect the Police Officer's pension, hospitalization, medical, life insurance, or other benefits.

**Section 10.3**                      An officer charged with a violation beyond the scope of summary punishment may choose to enter in writing a plea of "guilty with explanation" prior to the commencement of a hearing on the matter by a Complaint Hearing Board. The plea must be delivered to the Chief or his designee. In such a case, the officer's plea will be considered by the Complaint Hearing Board, which will determine punishment in accordance with this Article and the work rules and regulations found in the Police Officers Manual.

**Section 10.4**                      All disciplinary hearings for Captains, (except those that fall within the summary punishment procedures set to in the police rules and regulations) shall be conducted by a Complaint Hearing Board which shall consist of the City's Director of Personnel (or his/her designee) and two inspectors who shall be assigned to sit on the board by the Chief. In the event two Inspectors are not able or available to sit on the Complaint Hearing Board, the Chief may designate another Captain or Captains to replace them. In the event one or more Captains are not able or available to sit on the Complaint Hearing Board, or in the event the Chief, in his discretion, feels that no Captain is able to sit on the Board, the Chief may designate another person or persons to sit on the Complaint Hearing Board. Should any accused officer believe that a member of a Complaint Hearing Board should not be eligible to sit on the Complaint Hearing Board because of bias or prejudice against the accused officer, the accused officer may submit a confidential memorandum to the Chief, requesting that the Board member in question be removed. The confidential memorandum shall specify in detail the accused officer's reasons for the request. The Chief shall have the final and sole authority to replace a member of the Complaint Hearing Board. The Complaint Hearing Board must act as both judge and trier of facts.

**Section 10.5**                      After the Complaint Hearing Board has reached a decision as to the innocence or guilt (and penalty, if any,) they shall dictate in a clear and concise manner their recommendation to the Chief as to each count charged, the penalty, if there is one, and the reasoning behind their decision.

**Section 10.6**                      The Complaint Hearing Board decision shall be sent to the employee and the Chief of Police on the same day.

**Section 10.7**                      (a) The employee may request that the Chief of Police convene an Appeal Hearing to review the Complaint Hearing Board's recommendation for one, or more, of the following reasons:

(1) The employee believes that he was unjustly  
accused; or

(2) The employee believes that the penalty given was  
unjustly harsh; or

(3) The employee believes that all evidence was not  
available to him at the time of the original Complaint Hearing Board, or was improperly denied



entry by the Complaint Hearing Board; or the Complaint Hearing Board was not conducted in a fair manner.

(b) Such an appeal must be made in writing within five (5) working days of the date of the Complaint Hearing Board.

(c) The Chief of Police shall either grant or deny the request for appeal within five (5) days of receiving the request. His decision to grant or deny the request for appeal shall be made in writing and include the reasoning behind his decision. A copy of his decision shall be sent to the employee.

(d) There shall be an automatic Appeal Hearing in cases where the Complaint Hearing Board has recommended either:

- (1) Dismissing the employee; or
- (2) Demote of the employee; or
- (3) Mandatory suspension of the employee without pay.

**Section 10.8** The Chief of Police, shall within Five (5) days of receipt of the Complaint Hearing Board's recommendation, either approve the recommendation or convene an appeal hearing to consider the following:

(a) Whether the Complaint Hearing Board was not carried out in a manner fair to both the employee and to the Internal Affairs Division prosecuting the case; or

(b) Whether the decision of the Complaint Hearing Board was not supported by the evidence; or

(c) Whether the punishment imposed was too lenient or too harsh in view of the character of the offense. Should the Chief of Police decide to convene on the Appeal Hearing, he shall state the reasoning behind his decision in writing. A copy of this decision shall be sent to the employee.

**Section 10.9** (a) The Appeal Board shall be conducted by the Chief of Police or his designated representative, the Director of Public Safety, or his designated representative, and a Fraternal Order of Police member, rank of Sergeant (a) and above, or the President, as chosen by the officer. The Appeal Hearing shall not be a rehearing, but only an opportunity for the parties to present argument on the appeal issues. The Appeal Hearing Board may review the Complaint Hearing Board record, should they deem necessary.

(b) At the Appeal Hearing, the Board may decide to uphold the judgment of the Complaint Hearing Board or overrule the judgment of the Complaint Hearing Board and take whatever other action they deem appropriate.

**Section 10.10** Should the Chief of Police call for the convening of an Appeal Hearing, the employee shall be notified in writing and be given the opportunity to request within five (5) days whether he wishes to be present, have an attorney, and/or present testimony and evidence before the Chief or just make written submissions.

**Section 10.11** An employee shall have the right to review his or her personnel file in the presence of the commanding officer of the Personnel and Training Division with the exception of the psychiatric examination.

**Inaccurate Documents.** If, upon examining his personnel file, an officer has reason to believe that there are inaccuracies in documents contained therein, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the officer's contentions, he shall remove the faulty document. In the event the Chief disagrees, the inaccuracy of the document may be the subject of a grievance.

**Section 10.12 Captains.** The rank of Captain in the Wilmington Department of Police is an earned, merit position. Captains may be removed from their position only for cause. In other words, Captains may not be removed from their position by termination or demotion for reasons unrelated to their work performance.

## **ARTICLE 11 PENSION**

**Section 11.1** (a) The provisions of the police pension plans (set forth in the Code of the City of Wilmington, Chapter 39, Article V Division 2 Police Pension Plan, and Division 4 City of Wilmington Police Pension Act) are incorporated into this Agreement by reference. The City and the Lodge agree that any changes within the pension benefits shall be done in consultation and negotiations between representatives of the Lodge and the City. Upon the conclusion of the negotiations both parties shall jointly seek the City Council legislation necessary to enact the agreed upon changes. There will be no change in the provision of the police pension without the agreement of the Lodge. As set forth in the code, the employee contribution shall be six (6) percent of the employee's base salary.

(b) For Police Officers hired on or after July 1, 1990, the City may elect to participate in the State Administered County and Municipal Police/Fire Pension Plan as set forth in Chapter 88, Title 11, Delaware Code.

## **ARTICLE 12 OUTSIDE EMPLOYMENT**

**Section 12.1** No Captain or Inspector member of the Police Department shall be allowed to be engaged in any second job unless prior approval has been granted by the Chief of Police.

(a) The request to hold outside employment must be on an approved form indicating the employer, location, and hours of work.

(b) Under no circumstances is any Captain or Inspector to be allowed to work more than four (4) hours at a second job on any regular workday.

(c) The City will arrange for the purchase of a Workers' Compensation Insurance policy to cover all employees working extra-duty jobs approved by the Chief. The employees agree to reimburse the City for the cost of this policy from earnings received.

**Section 12.2** Any extra duty jobs to be worked by a Captain or an Inspector must be approved in advance by the Chief of Police.

## **ARTICLE 13 CLASSIFICATION AND SALARIES**

### **Section 13.1**

Classifications and Salaries: The salary tables for each year are as follows:

**Fiscal Year 2015 (07/01/14 – 06/30/2015)** shall be one percent (1%) increase to the base salaries in the Schedule effective July 1, 2014.

<b>WAGES AND SALARIES</b>		
<b>FRATERNAL ORDER OF POLICE</b>		
<b>CAPTAINS AND INSPECTORS</b>		
<b>7/1/14 - 6/30/15</b>		
<b>1%</b>		
<b><u>CAPTAIN</u></b>		
<b><u>Munis</u></b>	<b><u>Contract</u></b>	<b><u>Salary</u></b>
Step 1	Step 1	\$96,090.24
Step 2	Step 1	\$96,090.24
Step 3	Step 2	\$99,973.10
Step 4	Step 2	\$99,973.10
Step 5	Step 3	\$103,858.22
<b><u>INSPECTOR</u></b>		
<b><u>Munis</u></b>	<b><u>Contract</u></b>	<b><u>Salary</u></b>
Step 1	Step 1	\$110,238.60
Step 2	Step 1	\$110,238.60
Step 3	Step 2	\$114,742.40

**Fiscal Year 2016 (07/01/2015 – 06/30/2016)** includes a one percent (1%) increase to the base salaries in the Schedule effective July 1, 2015.

**WAGES AND SALARIES  
FRATERNAL ORDER OF POLICE  
CAPTAINS AND INSPECTORS  
7/1/15 - 6/30/16**

**1%**

**CAPTAIN**

<u>Munis</u>	<u>Contract</u>	<u>Salary</u>
Step 1	Step 1	\$97,051.14
Step 2	Step 1	\$97,051.14
Step 3	Step 2	\$100,972.83
Step 4	Step 2	\$100,972.83
Step 5	Step 3	\$104,896.80

**INSPECTOR**

<u>Munis</u>	<u>Contract</u>	<u>Salary</u>
Step 1	Step 1	\$111,340.99
Step 2	Step 1	\$111,340.99
Step 3	Step 2	\$115,889.83

The period, July 1, 2016 through December 31, 2016, includes a one percent (1%) increase to the base salaries in the Schedule effective July 1, 2016.

**WAGES AND SALARIES  
FRATERNAL ORDER OF POLICE  
CAPTAINS AND INSPECTORS  
7/1/16 - 12/31/2016**

**1%**

**CAPTAIN**

<u>Munis</u>	<u>Contract</u>	<u>Salary</u>
Step 1	Step 1	\$98,021.65
Step 2	Step 1	\$98,021.65
Step 3	Step 2	\$101,982.56
Step 4	Step 2	\$101,982.56
Step 5	Step 3	\$105,945.77

**INSPECTOR**

<u>Munis</u>	<u>Contract</u>	<u>Salary</u>
Step 1	Step 1	\$112,454.40
Step 2	Step 1	\$112,454.40
Step 3	Step 2	\$117,048.73

Effective January 1, 2017, in lieu of overtime compensation, there shall be a nine percent (9%) increase to the base salaries in the schedule as follows:

**WAGES AND SALARIES  
FRATERNAL ORDER OF POLICE  
CAPTAINS AND INSPECTORS  
1/1/17 - 6/30/17**

**9%**

<b><u>CAPTAIN</u></b>		
<b><u>Munis</u></b>	<b><u>Contract</u></b>	<b><u>Salary</u></b>
Step 1	Step 1	\$106,843.60
Step 2	Step 1	\$106,843.60
Step 3	Step 2	\$111,160.99
Step 4	Step 2	\$111,160.99
Step 5	Step 3	\$115,480.89
<b><u>INSPECTOR</u></b>		
<b><u>Munis</u></b>	<b><u>Contract</u></b>	<b><u>Salary</u></b>
Step 1	Step 1	\$122,575.29
Step 2	Step 1	\$122,575.29
Step 3	Step 2	\$127,583.11

**NOTE:** Captains are eligible for Step 2 (MUNIS Step 3) after 2 years  
Captains are eligible for Step 3 (MUNIS Step 5) after 2 years in Step 2  
Inspectors are eligible for Step 2 (MUNIS Step 3) after 2 years

Movement through the steps is dependent upon the employee having an overall rating of "Meets Expectations: on his/her annual performance evaluations.

All salary adjustments are retroactive, provided, however, that only current, regular employees, as defined by the City Code Section 40-6, who were employed by the City on the date when this Agreement is ratified by the employees covered by this Agreement and approved by the Mayor and City Council.

**Section 13.2** In the event an Inspector (with less than 20 years of service) is demoted without cause to the rank of Captain, his salary will be reduced to the salary of a Captain. However, he will have the option to retire immediately prior to demotion and begin collecting pension benefits immediately at the Inspector's rate of pay under the following conditions:

(a) He pay to the City, at the time of his retirement, a lump sum calculated as the difference in pension contributions he would have made had he stayed for 19 full years less the amount of money he paid in pension contribution up until the date of retirement (at the rate of 6% per year).

(b) The City hereby agrees to pay into the pension fund contributions the employee would have made had he remained on the force for the 20th year of service.

## **ARTICLE 14 HOURS OF WORK**

**Section 14.1** The Employee's regular work week shall consist of 40 hours and their work schedule shall be one of the following as designated by the Chief of Police:

(1) Eight (8) hours in a five (5) day work week, with a lunch period of one (1) hour.

(2) Ten (10) hours in a four (4) day work week, with a lunch period of one (1) hour.

NOTE: Deduction of sick, vacation and compensatory time will reflect the Employee's assigned work schedule. However, accumulation of sick and vacation time will continue to be at eight (8) hours.

**Section 14.2** (a) Through December 31, 2016, Employees will be eligible to work overtime on a paid basis but only on prior authorization from the Police Chief. Paid overtime will not include those hours spent on administrative duties and responsibilities. Eligibility for overtime shall be maintained at the status quo and past practice shall govern.

(b) Through December 31, 2016, overtime paid in accordance with Subsection (a) shall be calculated at one and one-half times the straight time pay. Compensatory time may be substituted for cash payment; however, no employee may accumulate more than 440 hours of compensatory time. Effective ratification of the contract at the time of promotion to a higher rank, all accumulated compensatory time will be paid at the prior rank's rate of pay.

(c) Effective January 1, 2017, Employees will not be paid overtime or receive additional compensation or compensatory time for hours worked beyond the regular work week, except as described in Subsection (d). With prior authorization from the Chief of Police, an Employee will be permitted to "flex" his or her schedule (adjusting starting and ending times) when the Police Chief requires an Employee to work beyond the Employee's normal shift. Such authorization shall not be unreasonably withheld. Schedules shall not be flexed for administrative duties or responsibilities.

(d) Employees shall be paid at their regular straight time rate for hours worked in excess of 100 in a bi-weekly payroll period or for hours worked in excess of 2,340 in a fiscal year. For purposes of this section, "hours worked" shall not include hours spent on administrative duties and responsibilities or due to operational need. Attendance at special events or community meetings, where such attendance is required by the Chief of Police shall not constitute "Operational Need."

**Section 14.3** One Captain will be assigned to work a regular shift between the hours of 4:00 p.m. and 2:00 a.m. as the Staff Duty Captain. The duty work shift and being on-call will begin at 4:00 p.m. on Tuesday and end one (1) week later at 8:00 a.m. on

Tuesday morning. This weekly Duty Officer will be on-call and available for the duration of the duty week and will receive sixteen (16) hours of compensatory time for the entire week. All Captains will rotate through as the Duty Officer.

## **ARTICLE 15 ORDINANCES AND STATUTES**

**Section 15.1** In the event any ordinances or statutes relating to the employees of the Police Department provide or set forth benefits or terms in excess of or more advantageous than the benefits or terms of this Agreement, the provisions of such ordinances or statute shall prevail. In the event this Agreement provides or sets forth benefits or terms in excess of or more advantageous than those provided or set forth in any such ordinance or statute, the provisions of this Agreement shall prevail.

## **ARTICLE 16 ALTERATION OF AGREEMENT**

**Section 16.1** No Agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless Agreement is made and executed in writing between the parties hereto and same has been ratified by the Lodge.

**Section 16.2** The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

**Section 16.3** It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws, or mandatory provisions of the City Charter approved by the voters, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

## **ARTICLE 17 DURATION OF AGREEMENT**

**Section 17.1** This Agreement shall be effective as of July 1, 2014, and shall remain in full force and effect until June 30, 2017, and thereafter from year to year, unless either party to this Agreement gives notice prior to March 15, 2017, or any yearly anniversary date thereafter, of termination of this Agreement or any extension thereof.

**Section 17.2** If either party gives notice requesting changes to this agreement, the parties will endeavor to begin negotiations on or about April 1, 2014.

**ARTICLE 18  
NON-DISCRIMINATION**

**Section 18.1**                    The Employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in, or legitimate activity as required in this Agreement on behalf of the members of this bargaining unit, nor will the Employer encourage membership in another Lodge.

**Section 18.2**                    The Lodge recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

**Section 18.3**                    The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Lodge shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**ARTICLE 19  
NO STRIKE CLAUSE**

**Section 19.1**                    The Lodge agrees that there shall be no strike, picketing, sit-down, slow-down, willful absence from assigned duty or the abstinence in whole or in part from full, faithful and proper performance of the duties of employment during the life of this Agreement.

**Section 19.2**                    In the event the prohibited activities listed in Section 1 of this article do occur, the Lodge's officers and agents shall promptly and publicly disavow such prohibited activity and order their members to return to work. The Lodge will notify the Employer within 24 hours after the commencement of such prohibited activities listed in Section 1, what measures it has taken to comply with the provisions of this article.

**ARTICLE 20  
GENERAL SAVINGS CLAUSE**

**Section 20.1**                    Any proposal submitted by the Lodge, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement approved by the Pay Board shall become effective at such time, in such amounts, and for such periods as will be permitted by law at any time during the life of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

FOR THE EMPLOYER:

FOR THE FRATERNAL ORDER OF POLICE  
LODGE NO. 1:



\_\_\_\_\_  
MAYOR  
ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY SOLICITOR

**APPENDIX A-1**  
**BENEFITS SUMMARY – POINT OF SERVICE**

	<b>2017 ANNUAL RATES PER CARRIER/ BROKER</b>	<b>MONTHLY COST</b>	<b>EMPLOYEE % SHARE</b>	<b>ANNUAL EMPLOYEE COST W/ TIERED %</b>	<b>BI-WEEKLY EMPLOYEE COST W/ TIERED %</b>
<b>POS 1 - IND</b>	\$ 10,647.48	\$ 887.29	6.00%	\$ 638.85	\$ 24.57
<b>POS 1 - EMP +1</b>	\$ 19,286.28	\$ 1,607.19	6.00%	\$ 1,157.18	\$ 44.51
<b>POS 1 - FAMILY</b>	\$ 28,442.76	\$ 2,370.23	6.00%	\$ 1,706.57	\$ 65.64
<b>POS 2 - IND</b>	\$ 8,111.52	\$ 675.96	5.00%	\$ 405.58	\$ 15.60
<b>POS 2 - EMP +1</b>	\$ 14,754.72	\$ 1,229.56	5.00%	\$ 737.74	\$ 28.37
<b>POS 2 - FAMILY</b>	\$ 21,783.00	\$ 1,815.25	5.00%	\$ 1,089.15	\$ 41.89
<b>EPO - IND</b>	\$ 6,786.36	\$ 565.53	4.00%	\$ 271.45	\$ 10.44
<b>EPO - EMP +1</b>	\$ 12,386.40	\$ 1,032.20	4.00%	\$ 495.46	\$ 19.06
<b>EPO - FAMILY</b>	\$ 18,302.52	\$ 1,525.21	4.00%	\$ 732.10	\$ 28.16

## APPENDIX A – 2

### CITY OF WILMINGTON FOP (Captains and Inspectors) HIGHMARK BCBS MEDICAL PLAN SUMMARY

Service	Point-of-Service I Plan		**Point-of-Service II Plan		**EPO Plan
	In Network	Out-of-Network	In Network	Out-of-Network	In Network
<b>Deductibles</b>					
Employee Only	None	\$300**	None	\$300**	\$ 500**
Employee + One		\$600**		\$600**	\$1,000**
Employee + Family		\$900**		\$900**	\$1,500**
<b>Co-insurance Limits</b>					
Employee Only	None	\$1,500**	\$500**	\$1,500**	None
Employee +One		\$3,000**	\$1,000**	\$3,000**	
Family		\$4,500**	\$1,500**	\$4,500**	
<b>Lifetime maximums</b>	UNLIMITED				
<b>Preventive</b>					
Annual Exams	100%	Not covered	100%	Not covered	100%
Annual GYN Exam	100%	Not covered	100%	Not covered	100%
Mammogram	100%	80%*	100%	70%*	100%
Colonoscopy	100%	80%*	100%	70%*	100%
Pap Smear	100%	80%*	100%	70%*	100%
Well-child Care	100%	Not covered	100%	Not covered	100%
Immunizations	100%	80%*	100%	70%*	100%
Vision Exams	100%	Not covered	100%	Not covered	100%
Hearing Exams	100% (PCP office)	Not Covered	100% (PCP office)	Not Covered	100% (PCP office)
Prostate Screening	100%	80%*	100%	70%*	100%
<b>Illness or Injury</b>					
Primary Doctor	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay
Specialist/Referral	\$10 co-pay	80%*	\$20 co-pay	70%*	\$30 co-pay
Laboratory Services	100%	80%*	100%	70%*	100%*
Imaging	100%	80%*	90%	70%*	100%*
Chiropractic	100%	80%*	90%	70%*	100%*
<b>In The Hospital</b>					
Room and Board	100%	80%*	90%	70%*	100%*
Physician & Surgeon	100%	80%*	90%	70%*	100%*
Other Services	100%	80%*	90%	70%*	100%*
<b>Surgery – Outpatient</b>	100%	80%*	90%	70%*	100%*
<b>Maternity</b>	100%	80%*	90%	70%*	100%*
<b>Emergency</b>					
Physician's Office	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay
Medical Aid Units	\$5 co-pay	80%*	\$22 co-pay	70%*	\$30 co-pay
Hospital	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)	\$50 co-pay (waived if admitted)
<b>Mental Health &amp; Substance Abuse</b>					
Inpatient	100%	80%*	90%*	70%*	100%*
Office Visits	\$5 co-pay	80%*	\$10 co-pay	70%*	\$30 co-pay
<b>Prescription Drugs</b>					
Retail	\$10/\$20/\$35 for a 30 day supply				
Mail Order	\$20/\$40/\$70 for a 90 day supply				
<b>Pre-tax Employee contributions</b>	See Appendix A				
<b>City Sponsored HSA</b>	POS I Plan		POS II Plan	EPO	
	N/A		Employee \$250 HRA	Employee \$250 HRA	
			Employee +1 \$500 HRA	Employee +1 \$500 HRA	
			Family \$750 HRA	Family \$750 HRA	

\* Percentage paid after deductible.

\*\*Co-Insurance / Deductibles – Out-of-Network (**POS I** and **POS II**) ; Network Deductible (**EPO**)

\*\*\*Includes HRA=Employer Paid Health Reimbursement Account

# APPENDIX A – 3

## DENTAL PLAN SUMMARY ACTIVE EMPLOYEE PLAN

Effective: 11/01/14

Coverage Type	Dental Plan 1	Dental Plan 2	
		PDP In-Network	Out-of-Network
<b>Type A</b> <ul style="list-style-type: none"><li>Cleanings, Oral exams, X-Rays</li><li>Other maintenance type procedures</li><li>Preventive Services</li></ul>	75%	100% of PDP Fee* No Deductible	100% of R&C Fee** No Deductible
<b>Type B</b> <ul style="list-style-type: none"><li>Fillings</li><li>Other standard dental procedures</li></ul>	75%	80% of PDP Fee*	80% of R&C Fee**
<b>Type C</b> <ul style="list-style-type: none"><li>Bridges, Dentures, Implants</li><li>TMJ &amp; other complex procedures</li></ul>	75%	60% of PDP Fee*	60% of R&C Fee**
<b>Type D</b> <ul style="list-style-type: none"><li>Orthodontia</li></ul>	75%	50% of PDP Fee*	50% of R&C Fee**
<b>Deductible</b> (type B & C Services) <div>Individual Family</div>	None	\$50 \$150	
<b>Annual Maximum Benefit</b>	\$2,500 Per Family	\$1,500 Per Individual	
<b>Orthodontia Lifetime Maximum</b>  Per Individual (Included in \$2,500 annual family max above)	\$7,500	<b>\$1,000 (to age 18)</b>  Per Individual Dependent Child to age 18 (separate maximum)	
<b>Employee Cost Per Day</b> <div>Employee only Employee + One Family</div>	\$1.00 \$2.00 \$3.00	\$ .50 \$1.00 \$2.00	
*PDP Fee refers to the fees that participating PDP dentists have agreed to accept as payment in full, subject to any co-payments, deductibles, cost sharing and benefit maximums.			
**R&C Fee refers to the Reasonable and Customary (R&C) charge which is based on the lowest of (1) the dentist’s actual charge, (2) the dentist’s usual charge for the same or similar services, or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife.			