

THE CITY OF BERKLEY

-AND-

**THE CITY OF BERKLEY
COMMAND OFFICERS
ASSOCIATION/POLC**

**TENTATIVE
AGREEMENT**

August 10, 2021

The parties reserve their rights to add to, amend or delete from their proposals during the course of negotiations.

1. Duration: 4 years

July 1, 2021 – June 30, 2025

2. Wages:

July 1, 2021 3%

The parties agree that retroactive payment shall be made as follows and treated as wages.

Sgt. \$700.00

Lt. 800.00

July 1, 2022 2%

July 1, 2023 3%

July 1, 2024 2%

3. Article II: Article 206: Agency Shop

Update language to be consistent with the Supreme Court *Janus* decision.

A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union and shall cease in accordance with the Union's by-laws and governing documents .

The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees on a bi-weekly basis from the pay of the employees that have authorized such deductions.

Deduction of dues/fees shall be remitted to the Union. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, if permissible shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

4. Article XIII: Promotions

B. Promotional Process from Sgt. to Lt.

- Sergeants are eligible after 3 years of being promoted to the rank of sergeant
- Written and Oral Board format
- Written test to be worth 40% of total score
- Oral Board to be worth 60% of total score
- Sergeants must pass the written test and oral board each with 70% minimum
- Sergeants who have a Bachelor's degree will get an additional 1 point added to total score
- City Manager will promote from top 4 passing scores
- Test scores will expire after 1 year from the date of the written exam or oral board, whichever is later.

5. Article XVII Pension Act 345:

Reduce the ability to purchase generic service credit for bargaining unit members to a total of two (2) years effective July 1, 2025.

6. Article XV: Insurance

The parties shall continue to opt out of the hard cap provisions of Public Act 152 of 2011. Provided the parties agree that there shall be a health care reopener the second and third year of the collective bargaining agreement sixty days in advance of the open enrollment period, in the event the premium increases in excess of 10% in either of those plan years.

7. Retirement Health Savings Account:

The City proposes that effective 7/1/21 the City shall contribute 4% of base wage into the RHSP. Members shall be required to contribute 1%.

8. 12-Hour Shifts: The parties agree to meet and incorporate the 12 hour shifts into the collective bargaining agreement, subject to mutual agreement of the parties, which is attached as an Exhibit.

9. The City shall establish a Short-Term Disability program. The plan shall be subject to the plan offerings of the carrier but provide for 13 weeks of wage loss at 70% of base wage. Plan benefits are subject to the provider guidelines

including elimination period. Members are permitted to use leave time to supplement their paid leave to 100%

The parties agree that the City shall provide paid leave time up to a total of four calendar weeks for approved non-intermittent FMLA Leave eligible uses as approved by the City Manager. Including maternity leave, paternity leave, care for a family member.

10. The optical care program shall consist of a reimbursement by the City up to a maximum amount of shown in the following schedule in a twenty-four (24) month period each covered individual described below:

a.) July 1, 2021: \$500.00

11. The parties agree to delete Section 1906.

12. 1602 Insurance for Retirees

Consolidation of Retiree Married Employees Coverages

1602.20 The City shall make an annual shared expense savings payment to the retirees covered under this agreement who choose not to be enrolled under the health and prescription benefit programs described in this article because they are covered under a similar program with their spouse.

1602.21 the payment amount shall be equal to 40% of the annual actual cash savings to the City in reduced premium expense.

1602.22 Payment shall be computed and paid once per year in July, for the prior year ending June 30th. The payment shall be adjusted/prorated if a retiree's coverage status changes during the year, including the start or termination of employment.

1602.23 In order to be eligible for health care opt-out, the retiree requesting the opt-out must have health care coverage and be covered by an entity other than the City of Berkley. Further, only one payout will be made if both spouses are or were employed by the City of Berkley.

1602.24 If the retiree wishes to opt back into the City health care program after opting out; the retiree must wait until the City's open enrollment period to opt back into the City health care program. The retiree will not have to wait for the open enrollment period to obtain City health insurance if there is a HIPPA qualifying event. A federal COBRA notice or documentation that the employer providing health insurance coverage is out of business or other documentation as determined by the City shall be required to prove that the prior health insurance has been eliminated or other qualifying event has occurred in order to place the retiree and if applicable, dependents, back on the City's health insurance.

13. All other provisions shall carry forward.