

THE CITY OF BERKLEY

-AND-

**THE CITY OF BERKLEY PATROL
OFFICERS /POLC**

TENTATIVE AGREEMENT

August 24, 2021

1. Duration: 4 years

July 1, 2021 – June 30, 2025

2. Wages:

July 1, 2021:3%

A one time payment in lieu of retro payable as wages in the amount of \$600.00.

July 1, 2022: 2%

July 1, 2023: 3%

July 1, 2024: 2%

3. 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. Promotions: Promotional Process from Ofc. to Sgt.
 - Written examination, conducted by an outside vendor, consisting of 100 questions-60% of final score. 70% required to move to the next phase of the examination.
 - Oral examination, conducted by an outside vendor 40% of final score 70% required to move to the next phase of the examination.
 - Upon completion of the written and oral examination additional points shall be added to the composite score as follows:
 - Full time service as a police officer or firefighter: .25 for each complete five years of service.
 - Berkely Field Training Officer 1.0 point
 - Instructor (firearms, defensive tactics, taser, fire, ems) 1.0 point
 - Fire company officer I & II: 1.0 point
 - Bachelors degree: 1.0 point
 - Passing score of 70% to proceed forward. Eligibility shall be four (4) years after the date of hire.
 - The Rule of Three (3). The City Manager shall be able to select from any of the top three (3) finishing candidates.
5. Article XVII Pension Act 345:

Reduce the ability to purchase generic service credit for 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%. Effective October 1, 2021.
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.
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 shall be permitted to supplement the 70%

With accrued leave time.

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. Comp Time: An employee may accumulate up to ~~150~~ 200 hours of overtime.
11. The City and the Union agree to delete or eliminate obsolete language subject to mutual agreement.
12. Continuation of benefits: Uniform Cleaning and Laundering shall state: the allowance shall be paid in two equal installments during the first (5) workdays for July and Janaury in the amount of \$600.00
13. The optical care program shall consist of a reimbursement by the City up to a maximum amount of \$500.00 in a twenty-four (24) month period each covered individual.
14. All other provisions shall carry forward.

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

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