



AGREEMENT BETWEEN

BERKLEY PUBLIC SAFETY

COMMAND OFFICERS ASSOCIATION

AND THE

CITY OF BERKLEY

July 1, 2021 – June 30, 2025

Codified on January 15, 2022

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APPENDIX

Health Care Benefits at a Glance

MERS HEALTH CARE SAVINGS PROGRAM PARTICIPANT HANDBOOK

ADDENDUM: Historical Documents and Resolutions

AGREEMENT

This agreement entered into this fifteenth day of July, 2021, by and between the City of Berkley, hereinafter referred to as the "City", a municipal corporation, and the Berkley Police Command Officers' Association, hereinafter referred to as the "Association", representing certain employees in the City, hereinafter referred to as the "employee" or "employees".

ARTICLE I: PURPOSE

101 PURPOSE OF AGREEMENT

101.1 The purpose of this agreement is to set forth the wages, hours, and conditions of employment of those employees of the City of Berkley who are members of the collective bargaining unit as subsequently defined in this agreement.

ARTICLE II: RECOGNITION

201 ASSOCIATION RECOGNITION

201.1 The City of Berkley recognizes the Berkley Police Command Officers' Association, represented by the Police Officers Labor Council, as the sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965, for such employees as it represents. The City will negotiate with the Association on items relating to rates of pay, wages, hours and conditions of employment.

202 MANAGEMENT RIGHTS

202.1 The Association recognizes the City as the sole authority to control its properties and the maintenance of order and efficiency and the right of the City to establish and maintain rules and regulations governing the operation of the Department and the employees therein and the right to suspend or discharge for just cause. The foregoing is subject only to any seniority rules, grievance procedures, and other express provisions of this agreement as may be hereinafter set forth, providing however, that the recognition herein granted shall in no case supersede or take precedence over the City Charter or the rules and regulations of the City.

203 NON-INTERFERENCE

203.1 The City will not interfere with, discourage, restrain, or coerce employees because of their membership in the Association or any lawful activities therein.

204 ASSOCIATION MEMBERSHIP

204.1 The collective bargaining unit covered by this agreement shall consist of all full time "Sergeants", "Lieutenants", "Detectives", and "Deputy Director" of the Berkley Public Safety Department and excluding all other employees of the City.

204.200 At its sole discretion, the City may determine that the interests of the City at that time would be served by creating the position of Deputy Director of the Public Safety Department and further to determine that the interests of the city would be served by filling the position from within the bargaining unit. A member of the bargaining unit may voluntarily accept appointment by the City Manager to the position of Deputy Director based upon a competitive selection procedure described in Article XII promotions, Section 1201.2

204.210 A member of the bargaining unit serving as Deputy Director Shall:

204.211 Continue to serve in his or her position, and in addition shall exercise the management authority of the Department Director for those duties and responsibilities as the Director shall determine.

204.212 Be excluded from serving as an officer of the bargaining unit or in any other official capacity on behalf of the unit associated with the representation of the employee interest of its members. The member shall remain subject to the provisions of Section 206 of this agreement regarding the payment of fees and dues.

204.213 Be appointed to a shift by the Director, after shift selection by the senior lieutenant and prior to the exercise of shift selection by other members of the unit.

204.220 The City Manager shall determine and advise the member in writing in advance which articles and section in this agreement shall, for reasons of incompatibility with the proper exercise of the member's management authority, not apply while the member serves as a Deputy Director. With the exception of those excluded matter, a member shall continue to receive the wages, hours and conditions of employment described in this agreement. In addition, the City Manager may cause the member to be paid wages in addition to those provided in this agreement in recognition of his or her additional responsibilities.

204.230 The City Manager may for any reason, or no reason, determine that the appointment of Deputy Director shall be terminated. A member serving as Deputy Director may upon 30 days written notice to the Director or City Manager, or such shorter period of time as may be mutually agreeable, relinquish the position of Deputy Director. A member who separates from the position of Deputy Director for any reason shall return to his or her former position within the bargaining unit without loss of seniority or other benefits for reasons attributable to his or her service as Deputy Director.

205 CHECK-OFF OF DUES AND FEES

The employer agrees to deduct the Association membership dues and/or collective bargaining service fees from the pay of those employees who individually request in writing that such deductions be made.

206 AGENCY SHOP

The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

~~206.1 — It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Association by paying the Association's uniform dues, fees, and assessments, or shall pay a collective bargaining service fee as determined by the Association for costs of negotiating and administering this and succeeding Agreements.~~

~~206.2 — Any employee who has failed to either maintain membership or pay the requisite fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:~~

~~206.3 — The Association has notified him/her by certified letter addressed to her/his address last known to the Association spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the City for termination from employment as provided for herein, and;~~

~~206.4 — The Association has furnished the City with written proof that the foregoing procedure has been followed.~~

~~206.5 — The Association will provide to the City, in affidavit form signed by the Association Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.~~

~~206.6 — Upon the demand of the City, the Association agrees that it will defend the City in any legal proceeding brought by a person contesting the administration of this section or the amount of the collective bargaining service fee and to reimburse the City upon its payment of any judgment of damages, costs, or any other court mandated expense.~~

206.1 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.

206.2 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.

206.3 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.

206.4 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.

206.5 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.

ARTICLE III: CONTRACT NEGOTIATIONS

301 REPRESENTATION AT NEGOTIATIONS

The Berkley Police Command Officers' Association shall be represented in all negotiations by a committee of the Association. The City shall negotiate with those representatives as herein provided.

301.1 The City and the Association shall each name a bargaining committee of not more than three (3) persons. Any changes in bargaining committee shall result in a written notification to the other party within ten (10) days.

302 CONTRACT RATIFICATION

A contract shall be considered to be ratified by the Association when the president of the Association delivers to the City written notice that the Association has acted favorably upon the question of ratification. Thereafter, City Council shall act on the question of ratification in the manner provided in the City Charter for the approval of contracts.

302.1 Ratification of a new contract shall be completed only when it has been ratified by both the membership of the Association and by the Berkley City Council.

303 EXTENSION OF CONTRACT DURING NEGOTIATIONS

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

304 *MODIFICATION OF CONTRACT BY MUTUAL CONSENT*

In the event that modification of the agreement is desired by either the City or the Association, it may be performed by mutual agreement without altering the remainder of the contract.

ARTICLE IV: ASSOCIATION ACTIVITIES

401 *GRIEVANCE COMMITTEE*

A grievance committee of not more than three (3) members of the Association shall be afforded reasonable time during working hours without loss of pay for the purpose of negotiating with the City, processing grievances and administering or enforcing provisions of this agreement.

402 *ASSOCIATION MEETINGS*

The Association may schedule meetings on City property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department. All such meetings on City property shall take place after the regular hours of the City Hall and only upon prior notification of the Director. Reasonable effort will be made to relieve personnel working for said meetings.

403 *JOINT RESPONSIBILITIES UNDER ACTS 336 AND 312*

The parties recognize their responsibilities under Act 336 of the Public Act of 1947 as amended, Act 312 of the Public Act of 1969 as amended, and agree to abide by the provisions thereof.

ARTICLE V: EDUCATION

501 *TUITION REIMBURSEMENT*

Full-time permanent members of the Association may receive full or partial payment for the purpose of taking courses directly related to his/her work as determined by the Public Safety Director, and leading to an Associate or Baccalaureate Degree, including the cost of books required by the university or college in accordance with the following tuition reimbursement schedule:

- 0% Reimbursement for Grade less than C.
- 70% Reimbursement for Grade C.
- 85% Reimbursement for Grade B.
- 100% Reimbursement for Grade A.

502 EDUCATIONAL INCENTIVE PAYMENTS

The City will make an annual educational incentive payment in July to those officers who have accumulated certain course credits earned at institutions of higher education. Credits will be accepted for use in determining the amount of the educational incentive payment only if they shall meet all of the following specifications:

502.1 The credits are based on an accredited college semester system, or an equivalent recognized in advance by the City.

502.2 The credits are documented in the form of certified official college transcripts which it shall be the employee's responsibility to obtain and supply to the City.

502.3 The credits are earned in a course in which the employee obtained a final grade of 'C' or better.

502.4 The credits are earned in courses acceptable to an institution of higher education as meeting its requirements for successfully completing an educational program leading to an Associates, Baccalaureate, or Master's Degree in the field of police administration and the employee is officially enrolled in one such degree program at the time the credits are earned or transfer credit accepted by the institution.

502.5 The credits are earned within ten (10) years prior to the date of payment unless such credits have formed the basis for an Associates, Baccalaureate, or Master's Degree, and the employee has earned at least four (4) credits during the year prior to the submission deadline specified in Section 2.3.

502.6 No payment under the educational incentive program shall be made until an employee has completed eighteen (18) continuous months of service with the City as a public safety officer.

502.7 Payments under the educational incentive program will be made in July based upon acceptable credits submitted on or before June 30. At its option, the City may waive the July payment until September for the sole purposes of permitting an officer to complete a course on which a grade of 'I' (Incomplete) has been received, or to allow time to obtain information necessary to demonstrate conformance with the specifications listed in Section 2.0. Any new member to this bargaining unit on or after 7/1/2013, will receive whatever educational incentive payment that was afforded to them in the Public Safety Bargaining Unit.

502.8 Payments under the educational incentive program shall be in amounts as provided in the following schedule:

| Approved Credit Hours or Degrees | Amount |
|-------------------------------------|----------|
| 30 | \$150.00 |
| 62 | \$300.00 |
| Bachelor's Degree | \$450.00 |

ARTICLE VI: GRIEVANCE PROCEDURES

601 GRIEVANCE DEFINED

A grievance under this agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement filed with management by either an authorized representative of, or an employee in, the bargaining unit.

601.1 Grievances shall be limited to matters of interpretation or application of the provisions of this Agreement.

602 INFORMAL DISPOSITION OF GRIEVANCE

An employee having a complaint or dispute may take up the matter with the Director of Public Safety to be resolved on an informal basis.

603 WRITTEN GRIEVANCE

A grievance which is not settled by means of the informal process described in Section 602 shall be set down in writing prior to further consideration by the City. The written grievance shall contain the following information.

- a. The name(s) and employee number(s) of the aggrieved employees;
- b. The date(s) of the events with which the grievance is concerned;
- c. The citation of the specific provision(s) of this agreement allegedly misinterpreted by the City;
- d. A description of the events which brought about the grievance;
- e. The corrective action requested to be taken by the City.

604 ASSOCIATION GRIEVANCE REVIEW

Prior to submission of a written grievance to the City, it shall be reviewed by the officers of the Association or a committee of the Association established for that purpose.

605 SUBMISSION OF WRITTEN GRIEVANCE

A written grievance must be filed within five (5) working days, of the occurrence or event giving rise to the grievance or, after the aggrieved employee may reasonably be presumed to have knowledge of the matter, otherwise no grievance shall be deemed to exist.

605.1 The procedure for informal disposition of grievances as described in Section 602 shall not, when used, delay or otherwise postpone the time for submission of the written grievance unless such is agreed to in writing by the City.

606 DISPOSITION OF WRITTEN GRIEVANCES

Step 1: The written grievance shall first be submitted to the Director of Public Safety who shall respond in writing within five (5) working days.

606.2 Step 2: If the response of the Director does not satisfactorily resolve the grievance, it may be submitted to the City Manager within five (5) working days following receipt of the response from the Director of Public Safety. The City Manager shall respond to the grievance in writing within five (5) working days.

607 MEETING TO RESOLVE GRIEVANCE

The Association may request a meeting with representatives of the City for the purpose of resolving the written grievance. Such meeting may be attended by the employee(s) submitting the grievance, not more than two (2) officers of the Association and a staff representative of the Association. City employees while attending such meetings shall be paid their regular straight time rate of pay.

608 APPLICATION OF TIME LIMITS

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Association within the prescribed time limits, shall be automatically closed upon the basis of the last disposition.

608.1 The City and the Association may mutually agree to extend any time limit specified in this article.

608.2 For purposes of interpretation of this Article, a working day shall be any day except Saturday, Sunday or Holiday on which City Hall is closed.

609 GRIEVANCES RELATED TO DISCIPLINE OR DISCHARGE

When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the Association will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Association.

609.1 Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

609.2 All claims for back wages shall exclude the following sources of income, to the degree they are, have been, or will be received, or increased, as a result of a matter which is the subject of a grievance:

- a. Unemployment compensation.

- b. Worker' compensation
- c. Compensation from other employment which exceeded pre-separation pattern.

609.3 An employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.

610 DISPOSITION OF GRIEVANCES FINAL AND BINDING

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Association and any and all unit employees involved in the particular grievance.

610.1 The grievance procedure may not be used for purposes of modifying the terms and conditions of this agreement which are the proper subjects of collective bargaining,

610.2 The City shall not be required to pay back wages for periods prior to the occurrence or event giving rise to the grievance; provided that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his/her grievance within five (5) working days after receipt of such pay.

611 ARBITRATION OF CERTAIN GRIEVANCES

If the response of the City Manager does not satisfactorily resolve a grievance final and binding arbitration of the grievance may be initiated within fifteen (15) working days of receipt of the Manager's response.

611.2 Initiation of arbitration shall be in the form of written notice to the City Manager of the determination of the Association to have the grievance settled by means of arbitration. Within a ten (10) working day period of receipt of notice that arbitration has been initiated, the City and the Association shall attempt to mutually agree upon and select a person to serve as arbitrator.

611.3 If the City and the Association cannot, or do not, mutually agree upon the selection of an arbitrator, within the ten (10) day period provided, the matter shall be forwarded to the American Arbitration Association for the appointment of an arbitrator as provided by the procedures and rules of that agency.

611.4 It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a written decision regarding the grievance based upon the facts and law presented.

611.5 He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

611.6 He/she shall have no power to establish wage rates or change the wage structure of this agreement.

611.7 He/she shall have no power to change any practice, policy, or rule of the City that is not contrary to, or inconsistent with the specific terms and conditions of this agreement, nor to substitute his/her judgment for that of the City as to the reasonableness of any such practice, policy, rule. His/her powers shall be limited to deciding whether the City has violated the express articles or sections of this agreement; it being understood that for the purpose of the arbitrator's authority, any matter not specifically set forth herein remains within the reserved rights of the City.

611.8 He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

611.9 If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

611.10 There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the City.

611.11 The fees and expenses of the arbitrator shall be shared equally by the City and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

611.12 No decision in any one case shall require a retroactive wage adjustment in any other case.

612 COMBINATION OF GRIEVANCES

Where several like grievances have been submitted, the Association and the City may mutually agree in writing to the consolidation of the individual grievances into one grievance.

ARTICLE VII: HOURS OF EMPLOYMENT

701 REGULAR WORK SCHEDULE

An employee's annual regular work schedule shall not exceed 2,184 hours per year and each employee shall receive fourteen (14) days off each twenty-eight (28) days schedule when assigned to 12-hour patrol shift. Employees assigned to an 8-hour shift shall not exceed 2,080 hours per year.

702 SCHEDULING AND EXCHANGE OF LEAVE DAYS

Each member of the bargaining unit shall submit a list of requested leave days. Requests shall be submitted not later than March 1st, of each year for the period starting on the first Saturday in April, and September 1st, of each year for the period starting on the first Saturday in October.

702.1 Except in cases when the efficient, effective, and orderly operation of the department would be adversely affected thereby, the Director shall grant the requested schedule of leave days subject to the following criteria:

702.2 At least one command officer is scheduled on duty for each work shift.

702.3 Unless time is of the essence, the Director shall advise the Association on a timely basis, or the Association may advise the Director, of foreseeable conditions which may necessitate the denial of a requested leave day schedule. If the affected employee(s) object to the proposed denial of leave day selections, the City through its representatives and the Association shall endeavor in good faith to satisfactorily resolve the matter in some other manner.

702.4 ~~Each member of the bargaining unit is able to schedule two consecutive leave days on at least one weekend per 28 day schedule consisting of either a Friday and Saturday, or a Saturday and Sunday.~~

702.5 An employee shall be permitted to reschedule or shift a maximum of two assigned work or leave days per 28 day leave schedule, provided the change does not create a necessity for overtime, and does not increase the necessity for payment of acting shift commander wages.

702.6 An employee shall submit to the shift commander written notice of intent to reschedule a leave day not more than 30 days in advance of any work or leave day effected by the schedule change. The shift commander shall grant or deny the intended change in schedule not later than the end of the employee's next following regularly scheduled shift actually worked.

702.7 The exchange of days may be permitted upon approval of the Shift Commander. Responsibility for accounting for such trades will not be that of the City. All traded days shall be documented for both parties to include the days that are being switched.

703 LUNCH PERIOD - MEAL EXPENSE REIMBURSEMENT

All employees shall be entitled to one-half hour lunch period during his/her tour of duty.

703.1 Reimbursements for meals purchased while away on approved City business travel, shall be limited to the actual costs thereof.

704 JURY DUTY

Members of the bargaining unit who are called for service on a jury shall receive their base salary for the period of their absence as follows:

- a. Employees scheduled on the midnight shift shall be excused from, and receive pay for the entire shift.

- b. Employees scheduled on shift other than the midnight shift shall be excused from, and receive pay for the actual reasonable amount of scheduled work time needed to be in attendance at Court.
- c. c. Employees receiving pay from the City for time spent on jury duty shall turn over to the City all amounts they receive from the Court as payment for their jury service appearances.

705 SHIFT ASSIGNMENTS

Except in cases of emergency declared by the Director or an authorized acting director, the department will ordinarily operate from day to day using two consecutive work shifts of twelve (12) hours each for patrol assignments, and 8 hours for administrative assignments. For clarification, the shift picks would be Dayshift (7am-7pm) or Night Shift (7pm-7am). 8 Hour shifts are assignments such as Admin Lieutenant, Patrol Lieutenant, Detective Lieutenant, Detective Sergeant or as assigned by the Director and are Monday – Friday 8am-4pm or as assigned by the Director.

705.1 Each employee shall submit to the Director a request for assignment to one of the two daily work shifts described in Section 705 of this Article. Requests shall be submitted not later than January 31st of each year for the period starting on the first Saturday in April, and July 31st of each year for the period starting on the first Saturday in October. The employee may submit a first choice and a second choice of desired shifts. The shifts will be split up into four (4) squads with Squads 1 & 2 on Days and Squads 3 & 4 on Nights. Selection to the shift will be based upon current BPSOA and BPSCOA contract based on seniority, except in cases when the efficient, effective and orderly operation of the department would be adversely affected thereby. The Director has final approval of the schedule. ~~The Director shall grant requested shift assignments based upon the seniority in rank of the employee submitting the request except in cases when the efficient, effective, and orderly operation of the department would be adversely affected thereby.~~

705.2 The Director may reassign an employee to a specific shift at any time when the efficient, effective, and orderly operation of the department would be better served thereby. If the purpose for such a reassignment can be accomplished on a voluntary basis, selection shall be based upon seniority in rank. Otherwise reassignments shall be based upon the reverse seniority of the affected employees. When the Director must refuse a requested shift assignment or make a shift reassignment, the employee shall be provided a written explanation of the necessity for the denial or change within two (2) days.

705.3 Unless time is of the essence, the Director shall advise the Association on a timely basis, or the Association may advise the Director, of foreseeable conditions which later may necessitate the denial of a requested shift assignment, or the reassignment among shifts of one or more employees. If the affected employees object to the proposed reassignment or denial of the requested shift assignment, the City through its representatives and the Association shall endeavor in good faith to satisfactorily resolve the matter in some other manner.

705.4 The following operating conditions shall be considered generally sufficient to warrant the denial of a requested shift assignment, or making a shift reassignment, but shall not supersede the obligations established in Sections 705.2 and 705.3.

705.5 Shift assignment of probationary employees at the sole discretion of the Director.

705.6 There must be a minimum of one (1) range officer available per shift including uniformed command officers without causing or increasing the necessity of overtime.

705.7 The squads will work a "5 & 2" schedule. For example, Squad 1 will work Mon/Tues; Squad 2 will work Wed/Thurs and Squad 1 will work Fri/Sat/Sun. The rotation will continue with Squads 1 & 2 alternating and Squads 3 & 4 alternating.

705.8 Officers will not be forced to work more than (4) 12-hour days in row, excluding during shift change, if when changing squads which may lead to 5 days, or when volunteering for more than (4) shifts in a row. Officers may voluntarily work more than (4) shifts in a row.

705.9 Sergeant Swing Shift

- a. Primary purpose of this shift is to reduce foreseen overtime such as training, vacations, FMLA etc. for Sergeants only, as well as to have a Sergeant on duty at all times.
- b. After vacation picks have been posted on the schedule, the Swing Sergeants will meet with the Lieutenant in charge of the schedule and complete their leave days.
- c. The swing Sergeant will not be scheduled to work more than (4) 12-hour days in a row. The swing Sergeant will then have a minimum of (2) scheduled consecutive days off. The swing Sergeant may volunteer to work more than (4) 12-hour days in a row.
- d. The swing Sergeant's schedule will be set 45 days in advance. Outside of 45 days, the swing Sergeant's schedule can be altered.
- e. Emergency forced changes to the swing person's schedule (Injury or other unforeseen extended leave for Sergeants only) will be no less than (2) weeks prior to the scheduled day.

706 OVERTIME, PAID TIME OFF NOT PRECLUDED

The provisions of this article shall not preclude the City from assigning work for a shift longer than eight (8) for admin personnel or twelve (12) hours for patrol, or to reduce the number of days off, subject to the provisions of the article in this agreement concerning the compensation of overtime work.

706.1 Further, the provisions of this article shall not be construed as preventing the employee from taking paid time off for annual leave, sick leave, holidays, etc., consistent with the terms of the appropriate articles found in this agreement.

707 SHIFT COMMAND

707.1 As of 12/18/19, A Sergeant or Lieutenant will be in command of all Patrol shifts.

707.2 Minimum manpower for Command will be set at 1 for all shifts.

707.3 Swing Sergeants will cover shift Sergeants time off (vacation, PL, EL, etc.)

707.4 In the event the Patrol Command Position is open on a shift due to sick call, vacation, training, etc. the lowest seniority Sergeant will be ordered.

707.5 Seniority will be based on date of promotion in that position.

- 707.6 All Command overtime will be filled by Command only.
- 707.7 In the event that the Patrol Command Position is open on a shift due to a sick call, vacation, training, etc. the lowest seniority Sergeant will be ordered at a rate of two times (2x) pay.
- 707.8 All Command overtime will first be offered to Patrol Sergeants.
- 707.9 In the event that Command overtime is not filled by Patrol Sergeants the spot can be filled by the following to prevent a Patrol Sergeant from being ordered: Detective Lieutenant, Administrative Lieutenant, Patrol Lieutenant, Detective Sergeant.
- 707.10 No Sergeant will be ordered without first contacting the D/Sgt, D/Lt, Admin Lt, Patrol Lt to fill the overtime.
- 707.11 The D/Lt, Admin Lt, Patrol Lt and D/Sgt will be exempt from being ordered to cover a Patrol Shift.
- 707.12 A Command overtime rotation list will be created and followed as the previous department overtime list for patrol command. A separate overtime rotation list will be created for the D/Lt, Admin Lt, Patrol Lt and D/Sgt and followed as the previous department overtime list. Priority will go to the Patrol Lt for any patrol command overtime.
- 707.13 In an emergency situation where a Command Officer gets injured or has to leave sick, the senior PSO will assume Command until another Command Officer arrives.

ARTICLE VIII: HOLIDAYS

801 HOLIDAYS

Paid Holidays shall be as follows:

New Year's Day - Memorial Day - Independence Day - Labor Day - Veterans Day
 Thanksgiving Day - The Day after Thanksgiving - Christmas Day - One day before Christmas (Christmas Eve) - One day before New Year's Day (New Year's Eve)
 President's Day - Martin Luther King Day - One-half day on Good Friday (4 hours).

- 801.1 Each squad will have either Christmas Eve or Christmas Day off. The schedule will be adjusted to reflect the off time for these (2) days

802 HOLIDAY BUY-BACK

Holidays shall be taken as scheduled pursuant to Section 804 of this Article, or be paid in a lump sum at the prevailing hourly rate the last pay period of May each year.

- 802.1 The annual pay-back shall at minimum be sufficient to reduce an employee's unused, unpaid, accumulated balance to a maximum of eighty (80) hours. This maximum shall not apply to employees whose accumulated balance exceeded 80 hours immediately following the pay back of May, 1977. In these cases, the maximum shall be the number of hours to the employee's credit

following the May, 1977 pay-back, or such lesser number of hours down to 80 hours which may result following annual pay-backs in May, 1978 and thereafter.

803 PERSONAL DAY

Personal Days shall be taken as scheduled pursuant to Section 804 of this Article. Personnel working an eight (8) hour shift shall earn thirty-two (32) hours of personal time per year. Personnel working a twelve (12) hour shift shall earn thirty-six (36) hours of personal time per year.

803.1 Personal Days must be used in the year in which earned, and may not be carried from one year to the next, or be bought back.

804 SCHEDULED USE OF HOLIDAYS AND PERSONAL DAYS

Holidays and Personal Days described in this Article may be taken off upon approval of the Shift Commander. The Shift Commander shall grant or deny the requested time off not later than the end of the employee's next following regularly scheduled shift actually worked, subject to the following conditions:

- 804.1 Personal days will be changed from (4) 8-hour days to (36) hours of personal time per year for Patrol and (32) hours for 8-hour shift personnel.
- 804.2 1 – 12 hour "Emergency P/L Day" per year can be used to cause a spot of overtime. For the Officers on the (8) hour M - F shift, (8) hours will be taken for the "Emergency P/L Day".
- 804.3 The (12) hour "Emergency P/L Day" will come from the (36) hours of P/L accrued for the year.
- 804.4 If the (1) Emergency P/L day is not used by the end of June, then it will be converted to (18) hours of comp time and put into the comp time bank. No other un-used P/L time will be converted. (8) hours of P/L time will be converted to (12) hours of comp time for 8-hour personnel.
- 804.5 The "Emergency P/L Day" cannot be used on the following holidays:
CHRISTMAS EVE, CHRISTMAS DAY, NEW YEARS EVE, NEW YEARS DAY, FOURTH OF JULY, EASTER OR THANKSGIVING.
Emergency P/L Days cannot be used on other days designated by the Director as Mandatory Attendance days where all staff is working, such as Woodward Dream Cruise, without the Directors approval.
- 804.6 Only (1) officer may be on "Emergency P/L" per union, per squad, per day unless approved by the Director.

805 EARNED LEAVE DAY

- 805.1 (4) hours of earned leave day will be earned every 2 weeks of the schedule.
- 805.2 Leave days attached to earned leave days are not protected for purposes of forced overtime.
- 805.3 Sworn Officers will not hold more than 24 hours of E/L time, unless approved by the Director. Sworn Officers over 24 hours may be forced to post time off to get them down to the maximum 24 hours in their time bank.

- 805.4 E/L time may only be posted up to 60 days in advance of the intended date. Posted
EL time may not be changed to any other type of time off.
- 805.5 No E/L time will be earned for those working 8-hour shifts.

ARTICLE IX: OVERTIME PAY

901 TIME AND ONE-HALF

Employees who are required to work over the normal twelve-hour day for patrol or eight-hour day for Administrative employees, or more than forty hours per week shall be compensated for such time at one and one-half times their normal salary rate, subject to the fifteen-minute grace period provided in Section 902.

902 FIFTEEN MINUTE GRACE PERIOD

The City shall not be required to pay an officer for time worked over his/her 8- or 12-hour day if such period does not exceed fifteen minutes. Overtime shall be paid in increments of quarter hours according to the following scale:

- a. 0 -15 minutes overtime - no pay
- b. 16-30 minutes overtime - pay for one-half hour, at the rate of time and one-half
- c. 31-45 minutes overtime - pay at the rate of time and one-half for three quarters of an hour.
- d. 46-60 minutes overtime - pay at the rate of time and one-half for one hour.

903 ADDITIONAL SHIFT MANPOWER

An employee working overtime for the purpose of adding additional employees to a shift shall be paid for the time worked at the rate of one and one-half times his/her prevailing hourly rate, with a minimum of three (3) hours.

903.1 The minimum hours of overtime pay described in section 903 shall not be paid when overtime work overlaps the start, or end, of an employee's scheduled work shift.

904 COURT TIME

Court time outside of regular work hours to be paid at time and one-half, with a minimum of two (2) hours for Berkley's Primary District Court. All other Courts including Circuit Court shall be paid at time and one-half with a minimum of three (3) hours. A minimum of three (3) hours will also be paid for appearances, when so directed by the City, before the Probate Court, Driver's License Appeal Board, Michigan Liquor Control Commission, and State or Federal Parole Hearings.

904.1 Personal auto expense reimbursement from city hall to and from out-of-town appearances as specified in Section 904 of this article shall be paid at the rate of \$0.24 per mile.

905 COMPENSATORY TIME OFF

An employee may accumulate up to two hundred (200) hours of overtime work as compensatory time. Such compensatory time may be taken off upon approval of the Shift Commander at those times when it would not necessitate making up shift shortage. Overtime work at time and one-half rates may be accumulated as compensatory time at time and one-half. Anything in excess of two hundred (200) hours shall be paid at time and one-half.

905.1 Accumulated compensatory time may not be bought back at any time, other than when an employee retires.

906 REQUIRED SCHOOL ATTENDANCE / TRAINING DAYS

An employee required to attend school outside of in-service training will not be required to work his/her regular shift during the school day.

906.1 All in-service schools required within the department will be paid at the rate of one and one-half times the employees prevailing hourly rate, or the employee may elect compensatory time as described in Section 905 of this Article at the rate of 1.5 hours of compensatory hours for each hour in attendance at the in-service school.

906.2 TRAINING DAYS

- a. The leave days moved by the City shall be for the purposes of accommodating staffing relative to Department training (police, fire, medical, etc.).
- b. The maximum number of leave days that can be moved is (2) days per (6) month schedule unless agreed upon by Officers/Command Officers.
- c. Unless training opportunities arise at the "last minute", offered by outside agencies, where the timing is beyond the control of the City, members having Leave Days moved shall be given at least (28) days' notice.
- d. If any Leave Days are changed, "in-house" training shall be for at least (4) hours.
- e. Any PSO who is on Primary Pick vacation, including all attached off time, shall be automatically exempt from having a Leave Day moved, unless the member requests to attend (due to his/her desire to do so).
- f. No leave day shall be moved from the following holidays:
 - Christmas (eve and day)
 - New Year's (eve and day)
 - Thanksgiving (eve and day)
 - Easter (eve and day)
 - Good Friday
 - Memorial Day
 - Fourth of July
 - Labor Day

g. With the exception of (1) weekend per (6) month schedule for a unique, non-changeable training opportunity scheduled by an "outside agency", Leave Days shall not be moved from a Saturday or Sunday, nor from a Friday which is part of a regularly scheduled "3-day weekend". Additionally, no member shall give up more than (1) such day on that weekend without the option of receiving overtime premium for the extra day(s).

h. The members realize the need for on-going training for their own protection and that of the City and its residents. The City realizes that family/personal matters arise for the Officers (wedding, family illness, special functions etc.). The City agrees to exempt an Officer from training, or "backfill" for others training, when these situations occur. Each such situation will be reviewed by the City and dealt with on a case by case basis.

907 ROTATION OF OVERTIME

Overtime for purposes of filling a shift shortage, created by the absence of an officer from work who is either a member of this bargaining unit or the patrol officers' bargaining unit, which has been approved pursuant to the authority of the Public Safety Director to make, or delegate, such determinations, shall be assigned based upon the following selection order:

907.1 ROTATION OF OVERTIME – VOLUNTARY:

- a. The Officer that is on a leave day but assigned to the same shift that is short, by date last overtime worked. Shift is to be defined as days or nights, not squad.
- b. The opposite shift (days/nights) will be next in priority of overtime. Nights will have priority over days when signed up for nights overtime and days will have priority over nights when signing up for days overtime.
- c. Officers may split shift overtime, as long as it's not over 18 hours each or to prevent forced overtime. Preference will go to an officer willing to work 12 hours first.
- d. Priority in all volunteer overtime will go to the Officer/Command Officer that would not require down time first.
- e. In the event that a PSO is ordered, a Command Officer may only take that overtime in order to save the PSO from being ordered.
- f. If admin staff reduces PSO overtime, only 8 hours is eliminated. A four-hour block of the twelve-hour shift will go into the 2-6-hour overtime rotation to be covered by a PSO. A PSO will be ordered for that four-hour block unless picked up by another officer (including admin/command).

907.2 NON-VOLUNTARY OVERTIME PSO:

- a. The lowest in department seniority on their respective Days or Midnight shifts.
- b. The lowest in department seniority from the preceding shift.

- c. A PSO may volunteer for overtime that requires downtime to save another PSO from being ordered.

907.3 NON-VOLUNTARY OVERTIME SERGEANT:

- a. The lowest in rank seniority (date of promotion).
- b. The lowest in rank seniority from the preceding shift.
- c. A Command Officer may volunteer for overtime that requires downtime to save another Command Officer/PSO from being ordered.

907.4 An Officer who signs up for overtime and later cannot cover, is responsible for filling that shift or will be ordered to work. This includes signing up for pre-scheduled overtime and later crossing it off.

907.5 Officers may remove time off posted to eliminate overtime.

907.6 OVERTIME NOTIFICATION:

a. SCHEDULED OVERTIME:

When overtime becomes available the scheduled overtime will be posted in dispatch. The scheduled overtime will also indicate the PSO/SGT that would be ordered if not filled voluntarily. Officers assigned to the Detective Bureau and Admin positions may sign up for overtime only to save another Officer from being ordered. Scheduled overtime will be defined as a minimum of 3 days of notice.

b. NON-SCHEDULED OVERTIME:

In the event of a sick call, injury or other factor where an officer cannot work, the shift supervisor will use the overtime rotation list by shift and call officers that are up for the overtime using a department phone.

- i. The Non-Scheduled Overtime will be defined as less than 3 days of notice.
- ii. The supervisor will first call officers assigned to nights for night's overtime and officers working days for day's overtime.
- iii. The supervisor will then call the officers from the opposite shift (days for nights/nights for days) based on the overtime rotation list.
- iv. In the event that an Officer does not answer the supervisor's call, the supervisor shall move to the next Officer on the list immediately. When a position is filled and an Officer calls back after initially not answering the call; the overtime spot will go to the Officer that first filled the position.
- v. IRIS is only to be used in filling emergency overtime. Emergency overtime is defined as a position that needs to be filled for a shift with less than (2) hours before the start of the short shift (late sick call or Officer goes home sick).
- vi. When filling overtime, the on-duty shift supervisor is to fill it as soon as possible.

~~a. Rotating list voluntary assignment of an officer from the short shift~~

- ~~b. Rotating list voluntary assignment of an officer from the shift that precedes the short shift.~~
- ~~c. Rotating list voluntary assignment of an officer from the shift that follows the short shift.~~

~~907.1 Directed, non-voluntary, assignment of the officer with the least seniority based upon date of hire. The low seniority employee will be excused if on leave for illness or disability, on emergency or bereavement leave, or on annual leave.~~

~~907.2 If the low seniority employee is excused, or is not excused, but is otherwise unavailable, the next lowest seniority employee shall then be considered the low seniority employee for purposes of assignment of the overtime work and being excused. This procedure shall be followed, working in reverse seniority, until an employee is assigned and works the overtime.~~

~~907.3 The selection and assignment system described in Section 907 907.2 shall not apply in any other situation where overtime may be necessitated, including, but not limited to:~~

- ~~a. Call backs, early report for duty, working beyond shift change, special events and similar conditions.~~
- ~~b. Non-patrol sections of the department.~~

908 REQUIRED OVERTIME ON DAY OFF (ORDERED)

908.1 Any employee required to work on his/her regularly scheduled day off shall be paid at the rate of two times his/her prevailing hourly rate.

909 FIELD TRAINING OFFICERS

Officers engaged in field training will receive 1-hour overtime pay for 8 hours of field training and 1.5 hours overtime pay for 12 hours of field training.

ARTICLE X: SICK LEAVE

1000 MONTHLY SICK LEAVE EARNED

Sick leave shall be earned at the rate of eight (8) working hours per month

1001 EVIDENCE OF ILLNESS-TRADING

Granting of sick leave for more than three (3) working days without the necessity of evidence shall be prohibited. Evidence shall consist of a doctor or hospital statement showing illness. No trading of sick leave hours shall be allowed for any reason unless approved by the Public Safety Director and the City Manager in cases where the illness is non-duty and extreme in nature, and no overtime is created.

1002 NOTIFICATION OF SHIFT COMMANDER

To be eligible for sick leave, the employee must notify the Commander of the preceding shift prior to normal reporting time.

1003 SICK LEAVE ACCUMULATION BUY-BACK

Upon retirement, an employee shall be paid wages for all accumulated sick leave up to and including 320 hours at one-fourth (1/4) his/her normal salary rate; for all accumulated sick leave between 320 hours and 600 hours, he/she shall be paid at one-half (1/2) his/her normal salary rate; for all accumulated sick leave between 600 hours and 960 hours, he/she shall be paid at three quarters (3/4) his/her normal salary rate.

1003.1 On the first pay period after July 1, each year, an employee shall be paid wages annually at his/her prevailing rate, equal to 100% of all accumulated sick leave held by that employee in excess of 120 days (960 hours).

1004 BEREAVEMENT LEAVE

Three (3) days, regardless if 8 or 12 hours shifts, of non-chargeable emergency leave will be granted for death in the immediate family. The immediate family in this case shall include spouse, children, father, mother, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, spouse's grandparents and grandchildren. In addition, an employee may use three (3) days sick leave for death in the immediate family.

1004.1 Emergency leave for death in the family shall be used only for purposes clearly related to the circumstances for which the absence is granted.

1005 FAMILY ILLNESS/INJURY LEAVE

Sick leave may be used for absence due to serious illness or injury in the immediate family. Such absence shall not exceed three (3) days a year. The immediate family, for the purpose of interpreting this section shall consist of spouse, father, mother, brothers, sisters, grandchildren and children.

1005.1 The City and the Association recognize their respective rights and obligations pursuant to the terms of the Family and Medical Leave Act of 1993 PL 103-3 (FMLA) and implementing regulations.

1005.2 For purposes of interpretation, an employee's accrued compensatory time off hours and accrued holiday time off hours shall be considered as personal leave for purposes of substitution for unpaid leave under the FMLA taken pursuant to subparagraph (A), (B), (C) or (D) of subsection (a)(1) of the FMLA Act. Unpaid FMLA leave will be granted for the remaining balance of time off to which the employee is entitled under the FMLA Act after all paid time off which an employee has accrued is exhausted.

1005.3 When paid leave is substituted for unpaid leave as provided under FMLA and section 1005.2 of this agreement, available accumulated time to the employee's credit shall be used and exhausted in the following order; compensatory time, personal days, annual leave, sick leave and holiday time. When time off is for the employee's own serious health condition, available sick leave

shall be used and exhausted first then followed by compensatory time, personal days, annual leave and holiday time

1006 USE OF SICK LEAVE

An employee may draw his/her sick leave credit for the following:

1006.1 Bona fide personal illness or injury. If the employee claims illness, the City shall have the right, subject to the grievance procedure, to withhold payment unless a doctor's note is presented to the Public Safety Director.

1006.2 A maximum of three (3) days a year when attendance is necessary in emergencies involving members of the immediate family as outlined in Section 1006.1 above.

1007 RECORDS PROVIDED BY CITY

At the close of each calendar year, the City shall provide a list to the Association indicating the number of sick days accumulated during the past year, and the total number of days accumulated since the date of each employee's employment.

ARTICLE XI: ANNUAL LEAVE

1101 ANNUAL LEAVE CREDITS EARNED

Annual leave credits must be earned before taken. An employee shall earn annual leave credits on the following basis:

| Consecutive Months of Service | Leave Hours Per Month | Leave Hours One Time Only |
|----------------------------------|--------------------------|---------------------------------|
| 0 - 60 | 8.00 | |
| At 60 Add | | 40 Winter |
| 61 - 120 | 10.50 | |
| At 120 Add | | 40 Winter |
| 121 - 180 | 14.00 | |
| At 180 Add | | 40 Winter |
| 181 - 240 | 16.00 | |
| At 240 Add | | 40 Winter |
| 241 - + | 18.00 | |

1102 SUMMER/WINTER LEAVE DATES

Summer leave shall be taken between April 1 and September 30. Winter leave shall be taken between October 1 and March 31. The date of summer leave may be waived upon approval of the Director, but shall not conflict with previously scheduled winter leave.

1103 SELECTION OF LEAVE DATES

Priority of selection of annual leave periods shall be determined within each individual shift on the basis of rank first, and then seniority within rank. Dates requested for annual leave shall be submitted prior to the following scheduled dates or choice privileges shall be lost. Choices shall be final with employees losing choice priority by taking their pick after all other employees have been scheduled.

| Rank | Summer Vacation | Winter Vacation |
|------------|--------------------|--------------------|
| Lieutenant | March 1 | September 1 |
| Sergeant | March 7 | September 7 |
| Patrolmen | March 15 | September 15 |

- 1103.1 Annual leave of two consecutive work days or less shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.
- 1103.2 Scheduled annual leave of two consecutive days or less may not be canceled in order to avoid filling a shift shortage caused by another employee calling in sick on the scheduled day(s).
- 1103.3 There will be a maximum of (10) vacation days, (or 3 weeks calendar time) used during a summer or winter pick with (1) day minimum if a vacation is picked. With Director's approval this may be extended.
- 1103.4 Primary summer and winter picks can cause (1) slot of overtime per shift per day with a maximum of (3) off per shift with overlapping picks. No other vacation time can cause overtime.
- 1103.5 Primary vacation time may not be switched to any other type of time off once posted without the Director's approval.
- 1103.6 Same shift (days/nights) Sergeants cannot have overlapping vacation picks without the Director's approval.

1104 BUY-BACK AT SEPARATION OR DEATH

Upon separation from service, an employee shall be paid for his/her earned annual leave at his/her prevailing hourly rate. In the event of death, the employee's beneficiary, if designated, or his/her estate shall be paid the accumulated annual leave pay.

1105 MAXIMUM ACCUMULATION AND BUY-BACK

Annual leave may be accumulated to a total number of hours equal to the product of the employee's current rate of hours credited per month times twelve (12), plus one hundred (100) hours.

- 1105.1 The City, during the month of March, shall buy back an employee's annual leave hours accumulated in excess of the total hours specified in Section 1105 at the employee's then current

hourly rate. After July 1, 1996 the buyback shall be made only for hours accumulated in excess of the maximum as a result of the employee being unable to use scheduled annual leave for reasons solely attributable to the City.

1106 HOURS EARNED CREDITED AT END OF MONTH

Annual leave hours shall be credited as of the last day of each full month of employment. For purposes of interpreting this Section only, a full month shall be considered to have been worked when a new employee's first day of duty falls on or before the fifteenth of the month, and when an employee's separation occurs on or after the sixteenth of the month.

ARTICLE XII: PROMOTIONS

1201 APPLICATIONS, TESTS, POSTING

When there is a permanent vacancy in rank, excepting in cases of combination of administrative offices and reductions of personnel for reasons of economy or efficiency, the position shall be posted within ten (10) days following the occurrence of the vacancy, along with a list of those employees eligible for appointment who shall be given five (5) working days' time to apply for such vacancy.

1201.1 The City Manager will consider and evaluate all applications on the basis of ability and qualifications to be ascertained by advisory written examinations as provided by the Michigan Municipal League, oral examinations and other professionally developed emotional stability tests when deemed appropriate by the City Manager.

1201.2 At such time as the City Manager may determine to fill the position of Deputy Director from among the members of the bargaining unit, the position shall be posted for a period of five (5) working days. Any member of the bargaining unit may submit an application pursuant to a written procedure or method established by the City Manager at the time of the posting. The City Manager will consider and evaluate all applicants on the basis of ability and qualifications and may engage the assistance of individuals or organization in the review process. The City Manager shall exercise sole discretion in selecting and appointing the applicant best qualified for the position. The City Manager may also determine that none of the applicants possess sufficient ability and qualifications at that time and consequently to make no appointment.

1202 WRITTEN EXAMINATION

The Association shall be provided the opportunity to have a monitor at the giving of written examination. A description of the subject matter to be covered shall be made available at least thirty (30) days prior to the examination.

1203 ORAL EXAMINATIONS

The oral examination shall be conducted by a Board of Officers which shall be of a rank equal to or greater than the rank to be filled, one of whom shall be appointed by the Association, one by the City, with the third being appointed by the other two. The Association representative shall be paid by the Association.

1204 ELIGIBILITY

Eligibility shall include all employees below the rank of Lieutenant who have completed three (3) years of service in the Department in the rank of Sergeant.

1205 PRIOR ELIGIBLE LIST

Whenever examinations are conducted to fill a position by promotion, the City shall consider the names on the eligible list remaining after awarding the promotion for a period of one year from the date of the examination.

1206 WEIGHTS GIVEN EXAMINATIONS

Weights applied to the written and oral examinations:

- | | | |
|----|------------------|------|
| a. | Written | 40% |
| b. | Oral | 60% |
| c. | Mental Stability | Pass |

1206.1 Applicants to pass both the written and oral examinations with a minimum of 70% for each part of the examination before becoming eligible for promotion. In case of equal scores, service and experience in the department shall govern. The City will inform an applicant of his/her own examination scores if the applicant so requests in writing.

1206.2 Applicants who have a Bachelor degree prior to the written testing date, will receive an additional 1 point added to the total score.

1206.3 The city manager will promote from the top 4 passing scores after the combination of Written, Oral and any additional points awarded. There is no requirement to select the top score.

1206.4 The eligibility list shall expire 1 year from the date of the written exam or oral board, whichever is later.

1207 TEMPORARY APPOINTMENT

A promotional vacancy may be filled by the City on a temporary basis for up to 180 days. The temporary promotion may be made at any time. It shall expire whenever any of the following events first occurs:

- The regular promotional appointment is made.
- The time limit for making promotions, (specified elsewhere in the article), expires.

1208 PROBATIONARY PERIOD

Upon being awarded the promotion, the employee shall be deemed to be on probation in the higher position for a period of time as follows:

- | | |
|---------------|---------------|
| a) Sergeant | Twelve Months |
| b) Lieutenant | Six Months |

1208.1 If the employee is disqualified within the probationary period, the employee shall return to the position held immediately prior to the promotion. Otherwise, upon completion of his/her probationary period his/her retention in the higher position shall be equivalent to receiving regular employment in the higher position.

1209 TIME LIMITS FOR PROMOTION PROCEDURES

The City shall not unreasonably delay the procedures described in this Article for filling promotional vacancies. Excepting delays caused by factors outside the control of the City, promotions shall be completed within 180 days following the occurrence of the vacancy.

ARTICLE XIII: SENIORITY

1301 SENIORITY DATE - PROBATIONARY PERIOD

Seniority within rank of an employee shall begin as of the day the employee commences receiving pay for service in that rank.

1301.1 If an employee does not complete probation for a rank and is returned to a lower rank within the bargaining unit covered by this agreement, the employee's seniority within the lower rank shall continue without interruption as if the promotion had not occurred.

1301.2 If an employee does not complete probation for a rank and is returned to a position in a bargaining unit that is not covered by this agreement, the employee's seniority shall be determined by the provisions of the agreement with the bargaining unit to which the employee returns.

1302 RECORDS PROVIDED BY CITY

A seniority list of all employees shall be furnished the Association by the City once a year. An employee's standing on said list will be final unless protested to the City not later than sixty (60) calendar days after the list has been furnished the Association.

1303 SENIORITY RIGHTS

An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this Agreement.

1304 TERMINATION OF SENIORITY

An employee's seniority and employment shall terminate if:

- a. The employee quits

- b. The employee is discharged, and the discharge is not reversed through the grievance procedures provided in this contract,
- c. The employee is retired
- d. The employee is laid off for a continuous period of four (4) years or his/her length of seniority, whichever is less
- e. The employee falsified pertinent information on his/her application for employment.

1305 RECALL FROM LAYOFF

When the working force is increased after a layoff, notice of recall shall be sent to the employee by registered or certified mail at his/her last known address as supplied by the Association. If an employee fails to report to work within ten (10) days from the date of mailing of the notice of recall, he/she shall be considered to have voluntarily left the employment of the City.

ARTICLE XIV: INSURANCE

1401 HOSPITALIZATION INSURANCE

The Hospitalization plan for the employee and family, which shall include probationary officers. Effective July 1, 2021, 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.

1401.1 March 1, 2011 or soon thereafter, the City shall only assume the cost of Blue Preferred prescription drug coverage benefits for employee and family, as dispensed by a network pharmacy, less co-pay amounts of \$5 for generic drugs, \$40 for brand name formulary drugs and \$80 for brand name non-formulary drugs (as defined by the coverage provider for all drugs) triple tiered co-pay program with prior authorization if required. This coverage also includes a mail order drug program MOPD 2x drug rider.

1401.2 For the period before the implantation of the plan outlined in Section 1401 March 1, 2011 or soon thereafter, the City shall assume only the cost of BC-BS Community Blue Preferred Provider Organization (PPO) Customized Plan Number Three (3) service delivery coverage in place of the benefits described in Section 1401 and 1401.2 of this article.

1401.3 Effective January 1, 2016 or soon thereafter, the City shall assume only the cost of BC-BS Community Blue Preferred Provider Organization (PPO) Customized Plan Number Four (4). The benefits are outlined in the attached Benefits at a Glance. The City shall opt-out of Employee

Premium sharing as defined in State of Michigan PA 152 and as outlined in section 1906.2 of this agreement.

1401.4 The City may purchase medical and hospitalization coverage from an insurance carrier other than Blue Cross-Blue Shield provided the coverage remains equivalent or better than the current coverage with Blue Cross, and further provided that said new coverage will be purchased from a nationally recognized insurance carrier. The City will give the Association advance notice of any change and opportunity for response prior to instituting any change in coverage.

1401.5 Effective 7/1/2009, the Union and City agree to institute with the current insurance carrier an aggressive pursue and then pay method of paying health care claims as defined by the City's insurance carrier. All employees and beneficiaries must abide by all requests of the insurance carrier to verify coverage requests.

1401.6 Effective 7/1/2007, the City will provide sponsored dependent health care coverage with 100% of the monthly cost to be borne by the employee and paid by the employee monthly via payroll deduction.

1401.7 The City will comply with all provisions of the Patient Protection and Affordable Care Act {Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001}. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties. The City may reopen the Collective Bargaining Agreement to address Patient Protection and Affordable Care Act Issues. The City may only reopen the Collective Bargaining Agreement to address new mandates associated with the Patient Protection and Affordable Care Act Issues.

1402 LIFE INSURANCE

The City shall provide Fifty thousand Dollars (\$50,000) in life insurance payable to designated beneficiary upon death of an employee while on or off duty.

1402.1 The City shall provide Seventy thousand Dollars (\$70,000) in accidental death and dismemberment insurance payable to designated beneficiary upon death of an employee while on or off duty.

1403 DENTAL INSURANCE

The City shall provide dental care insurance for each employee and the employee's spouse and dependent children as herein further provided.

1403.1 The dental care insurance policy purchased by the City shall provide the following typical services:

| Service Benefit Class | Percent of Dentists Fee Paid By: | |
|--------------------------|----------------------------------|----------|
| | Insurance | Employee |
| Class I | 100% | 0% |
| Class II | 80% | 20% |
| Class III | 50% | 50% |
| Orthodontia | 50%* | 50% |

**Up to a lifetime maximum \$600.*

1403.2 The cost of the dental insurance shall be assumed by the City.

1403.3 Applicable reimbursements to bargaining unit members or payments made by bargaining unit members shall be based upon the reasonable and customary cost as determined by the third-party administrator for said service. Should a dispute arise regarding said amount, the City will advise the plan administrator to re-evaluate what is reasonable and customary.

1404 PHYSICAL EXAMS

The City will inform an employee, who so requests in writing, of his/her own results from any health examination required to be taken by the City. This section shall not be construed as to be binding upon the City with respect to health examinations ordered by the Board of the Police-Fire Pension System.

1405 OPTICAL INSURANCE

The City shall provide an optical care program for each employee and the employee's spouse and dependent children as herein further provided.

1405.1 The optical care program shall consist of a reimbursement by the City up to a maximum amount shown in the following schedule in a twenty-four (24) month period for each covered individual described below:

a) Effective July 1, 2021 \$500.00

1405.2 The maximum reimbursement amount shall be based upon the schedule in effect on the date of the first reimbursable service for a covered employee or dependent in each twenty-four (24) month period.

1405.3 Reimbursements described in section 1405.1 shall be for the following described services;

- a. Eye examinations by a person licensed by the State of Michigan to perform same
- b. Prescription lenses and frames

c. Prescription contact lenses

d. LASIK, LASEK, and photorefractive keratectomy (PRK) only.

1405.4 Reimbursement shall be based upon paid receipts submitted to the City for services or products described in Sections 1405.3.

1406 CONSOLIDATION OF MARRIED EMPLOYEES COVERAGE'S

The City shall make an annual shared expense savings payment to employees 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.

1406.1 The payment amount shall be equal to 40% of the annual actual cash savings to the City in reduced premium expense.

1406.2 Payments shall be computed and paid once per year in July, for the prior year ending June 30th. The payment shall be adjusted/prorated if an employee's coverage status changes during the year, including the start or termination of employment.

1406.3 In order to be eligible for health care opt-out, the employee requesting the opt-out must have health care coverage and be covered by an entity other than the City of Berkley. Further, no payout will be made if both spouses are employed by the City of Berkley or if one of them received healthcare as a City of Berkley retiree.

1406.4 If the employee wishes to opt back into the City health care program after opting out; the employee must wait until the City's open enrollment period to opt back into the City health care program. The employee 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 employee and if applicable, dependents, back on the City's health insurance.

ARTICLE XV: UNIFORMS

1501 UNIFORM ALLOWANCE

The City shall provide all uniforms required to be worn by the uniformed employees. In order to defray the expenses of cleaning and laundering the public safety officer's uniform or clothing and related equipment, the City will pay each uniformed and non-uniformed officer a yearly allowance as shown on the following schedule. The allowance shall be paid in two equal installments during the first five (5) workdays of July and January.

| | |
|-----------|-------|
| 2021-2022 | \$600 |
| 2022-2023 | \$600 |
| 2023-2024 | \$600 |
| 2024-2025 | \$600 |

1503 PROPERTY REPLACEMENT

The City will repair or replace any items broken or damaged, not through the negligence of the employee in the line of duty (such as watches, glasses, etc.).

1504 WORK SHOES

The City shall provide up to two (2) pairs of work shoes to each Command Officer each fiscal year upon the request of the Officer

ARTICLE XVI: PENSION-RETIREMENT

1601 ACT 345 PENSIONS

An employee covered by this agreement shall be sustained in a pension fund as a member of the Berkley Public Safety Pension System as set forth in Public Act 345 of 1937 as amended to date, and as modified in this agreement.

1601.1 Members of the bargaining unit are excused from contributing, a portion of their salary to the retirement system as would otherwise be required by section 9(1) of Act 345 effective August 18, 2003.

1601.2 Pursuant to Section 6 (1)(f), of P.A. 345 "Average Final Compensation," shall mean the average of the 3 years of highest annual compensation received by a member during his/her 10 years of service immediately preceding his/her retirement or leaving service. A lump sum payment at retirement of the balance of compensatory overtime hours accumulated pursuant to Section 905 shall be excluded from the computation of Average Final Compensation.

1601.3 Average Final Compensation is defined as: The total amount of hours included in the average base wage calculation is 2080 hours per year multiplied by the applicable wage rate. (Maximum hours for three consecutive years 6,240) Holiday buyback actually paid within the three highest consecutive years of earnings. Sick leave buyback actually paid within the three highest consecutive years of earnings. Longevity actually paid within the three highest consecutive years of earnings. Also included shall be: Holiday buyback paid at retirement as severance. Sick leave paid over 960 hours that is paid at severance. Up to 288 hours of sick leave paid at severance. All vacation leave paid at retirement as severance. Pro-rated longevity paid at retirement as severance. Incentive pay to retire when paid to the employee.

- a) Balance of personal leave available at retirement must be used. However, special circumstances that prevent the use of personal leave and to be included in AFC will be decided by the City Manager. Retro-active wages paid to an employee shall be included as compensation in the actual year paid.
- b) All values are added together in one calculation and then divided by three (3) (years) to determine Average Final Compensation.

1601.4 Pursuant to Section 6 (1)(g), of P.A. 345, a member may elect to obtain employment length of service credit for active military service to the United States Government consistent with the terms and conditions as set forth in the Act.

1601.5 A member may elect to obtain length of service credit for full time prior service as a firefighter, or as a sworn police officer or employee of a law enforcement agency (only as dispatcher, aide, cadet, animal control or code enforcement) or a correctional or criminal justice agency in the United States (excluding military service). In order to receive credit, the member shall pay to the retirement system an amount computed in the same manner as provided in Section 6(1) (g) of P.A. 345 for military service credit.

1601.6 For purposes of Section 1601.4 and 1601.5, a member may obtain service credit for only such service as is not and will not be recognized for the purpose of obtaining or increasing a benefit under another retirement system. A member may qualify prior service by making an irrevocable forfeiture of all rights in and to the actual or potential benefit from the other retirement system.

1601.7 Qualifying military service credit must be obtained by the member before qualifying employment service. Not more than a combined total of six years of qualifying military or employment service credit may be obtained by a member.

1601.8 The Retirement Board shall credit a member with not more than 4 years of generic credited service subject to the following conditions:

- a. The member shall pay to the retirement system an actuarially determined amount in consideration for the additional credited service. The required payment shall be the difference between the actuarial present value of the potential benefits, after crediting the specified amount of credited service less the actuarial present value of potential benefits, prior to crediting the specified amount of credited service. The actuarial present value of potential benefits shall be calculated using the earliest retirement date assumption and the experience assumptions used for the annual actuarial valuation. The payment shall be credited to the member's individual account in the reserve for employee contributions.
- b. Service purchased under this section shall not be: (a) Credited until the member attains the vesting requirement in effect for the participating municipality or court: or (b) used to satisfy the minimum years of credited service required to be a vested former member in the event of termination of membership.

1601.9 Pursuant to Section 6 (1) e, of P.A. 345, the percentage of average final compensation used to compute a retirement pension shall be 2.8% for the first 25 years of credited service and 1.0% for any years or fractions of years for credited service in excess of 25 years effective February 18, 2004. Effective 7/1/2013, a new member to the bargaining unit will receive whatever pension multiplier provision that was provided to them in the PSO bargaining agreement.

1601.10 A retirement pension computed pursuant to Section 1601.9 of this Article shall be reduced, if necessary, in sufficient amount so that it shall not exceed 85% of the highest average base wage for any 12 consecutive months during the 36 consecutive months immediately preceding the final day of any employment with the City which increases the employee's credited service for pension purposes.

1601.11 Sections 1601.9, and 1601.10 above, shall only apply to those employees who retire on or after July 1, 1988 and shall not be cause for adjustment of: (1) retirement pensions currently being paid, or (2) vested deferred pensions arising from employment terminations occurring prior to July 1, 1988.

1601.12 Pursuant to Section 6d, of P.A. 345, the City may from time to time consider and adopt benefit programs providing for post-retirement adjustments increasing retirement benefits.

1601.13 The full amount of a monthly pension payment that would otherwise be payable, shall be paid for the month in which a retirant, or surviving spouse, dies and shall not be proportioned to the date of death.

1601.14 The benefit payable to any surviving spouse of a retirant, who selected an Option II (50%) survivor benefit before July 1, 1975, shall be computed, or re-computed, as a regular 60% survivor benefit as provided in Section 6h of P.A. 345. No retroactive or partial month adjustments shall be made in payments presently being made to a retirant or surviving spouse as a result of the adoption of this Section. Any payments which heretofore may have been paid in error at 60% to a surviving spouse are hereby ratified and no collection of excess benefits shall be required.

1601.15 An employee who terminates City employment and elects a vested retirement benefit pursuant to Section 6 (1) (d) of Public Act 345, and the spouse or surviving spouse of such an employee, shall be eligible only for the retirement pension specifically provided pursuant to Sections 6 (1) (d) and 6 (1) (e) of Public Act 345 and is not eligible at any time for any other benefit or program provided under the terms of this agreement.

1601.16 Effective July 1, 1992 Pursuant to Section 6/(1)(a) of P.A. 345 a member under age 50 who has 25 or more years of credited service may leave the service and receive the full retirement benefits payable as provided in Section 6/(1)(e).

1601.17 Except in cases of disability retirement an employee who gives at least 90 days written notice of voluntary retirement or other separation from employment shall receive a one-time payment equal to one-half percent (0.5%) of his/her annual wage (Schedule A) at the time that the retirement or separation occurs. The payment amount shall increase proportionately to a maximum of one percent (1.0%) for notice given between 90 days and 180 days.

1601.18 At retirement, a member of this bargaining unit may select an additional optional benefit known as the "annuity withdrawal option," which shall be the actuarial equivalent of the

benefits normally payable under the plan and further subject to the following terms and conditions:

- a. The annuity withdrawal option is an option that allows an eligible member to elect to receive his or her accumulated contributions in a single lump sum payment upon regular retirement under § 6(1) (a) of Act 345 and thereby forfeit the portion of his or her retirement benefits financed thereby, including that portion of any automatic surviving spouse coverage, or option I, or option II, or other optional form.
- b. The actuarial present value of the remaining periodic lifetime retirement benefit after the payment of the annuity withdrawal (actuarially equivalent benefit) shall be computed using the investment, income and mortality assumptions employed by the retirement system for the purposes of its actuarial valuations at the time this option is effective for the member.
- c. The annuity withdrawal option itself, or in combination with any other optional form of retirement benefit available under the retirement system, may be elected by the member only if the actuary appointed by the retirement board certifies that the benefit, or combination of benefits, in its opinion, will not likely result in an unavoidable increase in the cost of the retirement system to the City.

1601.19 A formal request for the annuity withdrawal option shall be made on a form provided and approved by the retirement board which must be executed by both the eligible member and his or her spouse, if any, and must be witnessed. In addition to such other information as the retirement board may require, the form shall include an estimate prepared by the actuary of the amount of the annuity withdrawal lump sum payment and also the amount of the member's regular retirement benefit payable after taking into consideration the effect of the annuity withdrawal payment and the certification required pursuant to section 1601.18C. The Retirement board may establish, and from time to time amend, uniform rules requiring the member to pay all, or part, of any fee charged by the actuary to prepare the estimate.

1601.20 After the annuity withdrawal request form has been executed and accepted by the retirement board it may not be modified or rescinded without the written consent of the retirement board, which consent shall not be given if it would be detrimental to the retirement system.

1601.21 Any and all consequences to the member and his or her spouse resulting from the election of the annuity withdrawal option, including, but not limited to income tax consequences, are the sole responsibility of the member. Any and all advice regarding the advisability of electing the annuity withdrawal option, use of the proceeds, or the consequences thereof provided by: members of the retirement board individually or collectively, advisors engaged by the retirement board, or by any City employee or City official shall be construed as informal and not based on any level of professional expertise. A member and his or her spouse who acts on such advice does so solely and completely at his or her own risk.

1601.22 The retirement board may establish forms and procedures not inconsistent with the provisions herein for the efficient administration of the annuity withdrawal option and to protect the interests of the pension system.

1601.23 Effective July 1, 2025, members will only be allowed to purchases two (2) years of generic service credit.

1602 INSURANCE FOR RETIREES

For retired members of the Public Safety Department who are receiving regular retirement or disability pension payments pursuant to the provisions of the City of Berkley Policemen and Firemen Retirement System shall be eligible to receive hospitalization and life insurance coverage while said retirement payments continue to be paid to the employee or the employee's surviving spouse if the member was hired prior to July 1, 2008.

1602.1 A retired former employee who was hired prior to July 1, 2008 and who has used generic credited service, as 11 seq., to establish the minimum credited service necessary to retire, shall reimburse the City by means of deduction from his or her monthly pension for any health, dental, or optical care premiums or expenses which are attributable to, or provided coverage for, the first period of months of retirement equal to the number of months of generic credited service that used to establish retirement eligibility.

1602.2 Life Insurance shall be in the amount of \$30,000 from the date of retirement until the date the retiree becomes 65 years old regardless when the employee was hired or retired.

1602.3 At age 65 and above, life insurance shall be in the amount of \$30,000 provided this coverage level is available from the carrier without additional cost per \$1,000 of coverage. Otherwise coverage shall be \$5,000 regardless when the employee was hired or retired.

1602.4 The City shall assume the full expense of life insurance coverage provided pursuant to sections 1602.2 and 1602.3 regardless when the employee was hired or retired.

1602.5 Health insurance shall be the same as that provided for currently employed members pursuant to Article XIV, Section 1401, to the extent that coverage is available from the insurance company for those who were hired before July 1, 2008. Those who were hired after July 1, 2008 shall not receive retiree health insurance and will instead be covered by a Health Savings Account provisions of the Patrol Agreement and as required by 1602.18 of this Agreement if applicable.

1602.6 For those members who were hired prior to July 1, 2008, the City shall assume the full expense of the hospitalization insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1602.7 For those members who were hired prior to July 1, 2008, dental insurance shall be the same as that provided for currently employed members, Section 3.0, to the extent that coverage is available from the insurance company.

1602.8 For those members who were hired prior to July 1, 2008, the City shall assume the full expense of the dental insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1602.9 For those members who were hired prior to July 1, 2008, optical insurance shall be the same as that provided for currently employed members pursuant to Article XIV, Section 5.0, to the extent that coverage is available from the insurance company.

1602.10 For those members who were hired prior to July 1, 2008, the City shall assume the full expense of the optical insurance of the retiree and covered dependents.

1602.11 For those employees who were hired prior to July 1, 2008, dental and optical insurance benefits will be limited to persons who have retired on or after July 1, 1984.

1602.12 As to any employees who were hired prior to July 1, 2008, the following Section 1602.13 shall apply which shall supersede and replace any conflicting language in this agreement.

1602.13 For those employees who were hired prior to July 1, 2008 where available, the City may replace traditional coverage with the PPO form of coverage as described in Article XIV, Section

1401.2. The provisions of Article XIV, Section 1401.3 shall apply if a retired employee does not wish to participate in the PPO form of coverage and desires coverage under the traditional form of BC-BS coverage.

1602.14 For those employees who were hired prior to July 1, 2008, benefits paid by the City under Sections 1602.2 through 1602.3 of this Article XVI, for coverage's afforded a "spouse" or "surviving spouse" are limited only to those persons who are, or were, married to an employee covered under this agreement as of the employee's last day of employment with the City prior to terminating employment and immediately commencing receipt of the retirement benefits of the pension system described in Section 1601.1 of this Article.

1602.15 For those employees hired prior to July 1, 2008, a person who marries a former employee, or the surviving spouse of a former employee after the employee commenced retirement shall be eligible, if accepted by the provider, to receive the same coverage as a spouse. The cost of such coverage shall be paid by the former employee or surviving spouse by means of deduction from regular pension payments.

1602.16 MEDICARE COMPLIMENTARY COVERAGE - For those employees hired prior to July 1, 2008, when any Public Safety Officer retiree or their beneficiary turns age 65, the City of Berkley will place the Public Safety Officer retiree or beneficiary on the City's complimentary health care coverage. The Public Safety Officer retiree and beneficiary at age 65 must also apply for and receive Medicare Part B health care coverage from the Federal Government. The retiree and beneficiary must submit a copy of their Medicare card highlighting said coverage to the City for verification. If the Public Safety Officer retiree and beneficiary prove they are not Medicare Part B eligible, the City will maintain their health care coverage at the same level of benefit prior to turning age of 65.

1602.17 **SPONSORED DEPENDENT** - Effective 7/1/2007, For those employees who were hired prior to July 1, 2008, the City will provide sponsored dependent health care coverage with 100% of the monthly premium cost to be borne by the retiree or beneficiary and paid monthly via payroll deduction as required by the City as long as the retiree or beneficiary is still receiving a monthly pension benefit.

DEFINED CONTRIBUTION HEALTH CARE PROGRAM

1602.18 All Berkley Public Safety Officer employees hired beginning July 1, 2008 who promote up into the bargaining unit on or after 7/1/2008 will receive those retiree health care benefits which they received in the Public Safety Patrol bargaining unit unless those health care benefits are greater than those provided in the command bargaining unit.

1602.19 Effective September 11, 2015 all newly hired members of the Bargaining Unit shall participate in the City's Retirement Health Care Savings Plan with the following mandatory contribution rates:

Employee Contribution: ~~\$50.00 per month~~ 1% of base wage Effective July 1, 2021

Employer Contribution: ~~\$100.00 per month~~ 4% of base wage Effective July 1, 2021

CONSOLIDATION OF RETIREE MARRIED EMPLOYEES COVERAGE

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 another qualifying event has occurred in order to place the retiree and if applicable, dependents, back on the City's health insurance.

1603 FUNDING OF CERTAIN RETIREMENT EXPENSES

Accumulated sick leave which is paid off at retirement pursuant to Article X, Section 1003 shall be considered an adjunct retirement benefit for state and local law including funding (and mileage) purposes but will not be a formal part of the retirement system trust fund provisions. The retirement system will be merely a funding pass-through relative to this adjunct retirement type benefit.

1603.1 The administration of, and obligations under, Article X, Section 1003 are that of the City and not the retirement system, and will continue to be governed by collective bargaining and applicable state law including the Public Employees Relations Act.

1603.2 This section 1603 through 1603.2 is expressly limited by and will be null and void as to the involvement of the retirement system, but not the City, in the event of any determination by any competent forum with appropriate jurisdiction that this provision, notwithstanding the intent of the City and the Association as described above, adversely affects the qualified status of the retirement system plan.

1604 PENSION BOARD

One member of the retirement board established pursuant to Section 1 of Act 345 of 1937 as amended shall be elected by a majority vote of the employees covered under this agreement. The selected retirement board member shall serve until a replacement is duly elected.

1604.1 If the position on the board elected by members of the Association is vacant for more than forty-five (45) calendar days, the president of the association representing Berkley Public Safety officers may designate one of its members to fill the vacancy temporarily, until a member is duly elected pursuant to Section 1604.

1604.2 The management and operation of the retirement system established under Act 345 of 1937 as amended shall be subject to the provisions of the Act and the rules, procedures, and decisions of the retirement board established pursuant to the Act and are not in any manner subject to the grievance procedure provided in this agreement.

1606 QUALIFIED STATUS OF THE RETIREMENT PLAN

In order to maintain a designation of the retirement plan described in this agreement as a qualified plan pursuant to the requirements of the United States Internal Revenue Code and the administration thereof by the Internal Revenue Service, the Retirement Board may from time to time cause Section 1607 of this agreement to be amended subject to the following conditions:

- a. The attorney appointed by the Retirement Board shall certify in writing, to the Board that the change is necessary, and limited only to those matters that are necessary, to maintain the qualified status of the retirement plan.

- b. The Retirement Board provides written notice of the proposed amendment to the agreement to the City, the Berkley Public Safety Command Officers Association and the Berkley Public Safety Officers Association. The Retirement board shall state in the

notice the deadline date for filing written objections which shall not be less than sixty (60) days from the date of the notice unless a legal requirement exists for a shorter time period.

1606.1 That neither the City, the Berkley Public Safety Command Officers Association or the Berkley Public Safety Officers Association files a written objection to the proposed amendment with the Retirement Board prior to the deadline. If any of the three parties does file a written objection, this agreement is not amended and remains for the parties to resolve any issues themselves.

1607 RETIREMENT PLAN PROVISIONS NECESSARY FOR IRC/IRS QUALIFICATION

1607.10 (as provided by retirement board attorney.)

ARTICLE XVII: WORKER'S COMPENSATION AND INJURY LEAVE

1701 PAYMENTS BY CITY-INSURANCE CARRIER

Each regular full-time employee or probationary employee occupying a position of a permanent nature who is unable to work as a result of an injury incurred in the performance of his/her job shall receive pay during such disability as follows:

- a. During the first seven (7) days, the City shall pay the employee his/her basic weekly wage.
- b. After the first seven (7) days, an employee who is eligible for Worker's Compensation Insurance benefits will be paid such benefits directly by the City's insurance carrier. The City will pay an employee eligible for Worker's Compensation benefits the difference between his/her insurance benefit and his/her weekly wage while he/she receives Worker's Compensation benefits. Any such dual payments will not continue beyond twelve (12) months.
- c. If, upon expiration of the twelve (12) months period covered (as noted in sections a and b above), the employee is unable to return to work, the employee may elect to use accumulated sick leave, annual leave, holiday leave, and compensatory time off to supplement the difference between the employee's regular weekly wage and the Worker's Compensation benefits.

1702 ELIGIBILITY FOR PAYMENT

To become eligible for injury leave with pay, an employee must report his/her injury to his/her Shift Commander or his/her immediate Supervisor immediately and make himself available for first aid treatment.

1702.1 No employee shall be entitled to his/her regular compensation for absence from duty on account of injuries, if said injuries were not received while acting in the line of duty. Such absence from duty will be considered as sick leave and will be governed by the rules pertaining to sick leave.

1703 DISABILITY RETIREMENT NOT PRECLUDED

The terms and provisions of this Article shall not be construed as preventing the City from initiating proceedings for the duty disability retirement of an employee at any time that the City determines that the employee may so qualify under the terms of the retirement plan cited in this agreement.

1704 SHORT TERM DISABILITY PROGRAM

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.

ARTICLE XVIII: PUBLIC SAFETY

1801 STATEMENT OF POLICY

The City and the Association agree that the provision of Police and Firefighting services by means of one integrated uniform Public Safety Service would serve the interests of the residents and taxpayers of the City of Berkley in receiving all City services in the most cost-effective manner under current conditions of available technology and financial resources.

1802 PUBLIC SAFETY OFFICER

A Public Safety Officer is an employee who, after receiving the appropriate training in the requisite skills, actively serves the City of Berkley in the concurrent capacity of a professional Police Officer or Firefighter.

1803 PUBLIC SAFETY DEPARTMENT

The City shall develop, implement, effectuate, and operate a Public Safety Department for the provision of Police and Firefighting services.

ARTICLE XIX: PAY, WAGES, AND LONGEVITY

1901 RATES OF PAY

The rates set forth in Schedule "A" shall be effective on July 1, 2021. The amount of any payment to an employee made pursuant to the provisions of this agreement which the City must report to either the federal or state government for tax purposes will be included and paid on the next

following regular city payroll following the scheduled payment date as provided in the relevant section(s) elsewhere in this agreement regarding that payment.

1902 PAY ADVANCES

Pay advances prior to vacation leave or emergency leave must be authorized by the Manager's office.

1903 PAYROLL DEDUCTIONS

No deductions other than those currently being used or specified in this contract shall be mandatory upon the City.

1903.20 The City may make deductions from the pay of an employee:

- a. As required by a judicial mandate;
- b. To correct an administrative error, which has resulted in an employee being overpaid.

1904 PAYDAY ON HOLIDAY

A payday falling on a Holiday shall be paid during the preceding regular working day.

1905 INCREMENTAL SCALE BETWEEN RANKS

The salaries reflected in Exhibit "A" are based upon the following incremental pay ratio between ranks:

| | |
|-------------------------------------|-------|
| Sergeant to Public Safety Officer | 1.150 |
| Lieutenant to Public Safety Officer | 1.250 |

Effective July 1, 2017 Sergeant to PSO pay ratio will change from 1.140 to 1.150.

1905.1 The ratios expressed in Section 1905 shall be computed for employee wages for like Public Safety status definitions as described in Section 1906 of this Article.

~~1906 PUBLIC SAFETY SERVICES WAGES~~

~~For purposes of identifying the levels of compensation on Schedule "A" associated with the various levels of Public Safety training and services, the following Public Safety status definitions will be used:~~

~~1906.1 PS II Employees who are trained and serve in a law enforcement and firefighting capacity as the situation at hand requires.~~

~~1906.2 The Parties agree that either party may reopen the collective bargaining agreement for wages and healthcare only for the contract year beginning on July 1, 2017 by providing the other party with written notice prior to December 1, 2016. Should either party reopen the collective bargaining agreement on either issue, both issues will be opened for the contract year.~~

ARTICLE XX: SEPARABILITY AND SAVINGS 2000

SEPARABILITY

If any provisions of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2000.1 In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations, upon the request of the Association and/or the City for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

ARTICLE XXI: EFFECTIVE DATE

2100 Agreement Effective Date

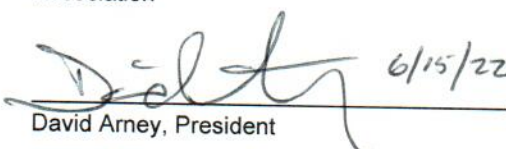
Except as may be more specifically provided in other sections of this agreement, this agreement shall take effect July 1, 2021 at 12:01 AM,, and shall continue in effect until midnight of June 30, 2025.


2100.1 In the event that ratification by both parties occurs later than the effective date specified in Section 2100 of this Article, the provisions of this agreement respecting increased wages shall be retroactive to the effective date for only those Command officers who are still employed with the City of Berkley at the time of contract ratification by the Union which as August 10, 2021 and shall be paid with the next regular payroll. Changes in health and welfare benefits will become effective as specified in the agreement or upon the completed ratification of this successor agreement by both parties and completion of necessary arrangements with insurance companies or similar organizations.

2100.2 In witness whereof, the parties hereto have, by their duly authorized representative, signed and sealed this Agreement on August 10, 2021

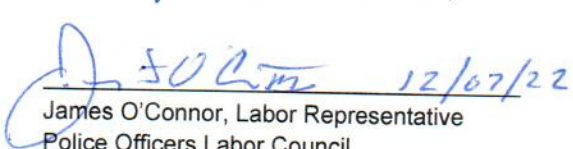
FOR THE ASSOCIATION:

Berkley Public Safety Command Officers
Association

 6/15/22
David Arney, President

 6/27/22
Dennis Geary, Vice President


 302 6/15/22
Andrew Hadfield, Treasurer / Secretary

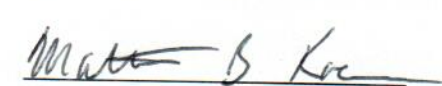
 12/07/22
James O'Connor, Labor Representative
Police Officers Labor Council

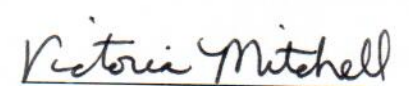
FOR THE CITY:

City of Berkley
Michigan

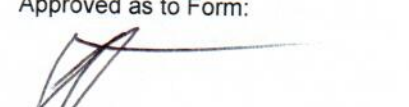

Dan Terbrack, Mayor


Matthew C. Baumgarten, City Manager


Matthew Koehn, Public Safety Director


Victoria Mitchell, City Clerk

Approved as to Form:


Brandon Fournier, Labor Attorney

SCHEDULE A**JULY 1, 2021 TO JUNE 30, 2022:**

| | | | |
|-----------------|----------|------|--------|
| SERGEANT | \$85,545 | 3.0% | 1.1500 |
| LIEUTENANT | \$92,980 | 3.0% | 1.2500 |
| DEPUTY DIRECTOR | | | |

JULY 1, 2022 TO JUNE 30, 2023:

| | | | |
|-----------------|----------|------|--------|
| SERGEANT | \$87,256 | 2.0% | 1.1500 |
| LIEUTENANT | \$94,840 | 2.0% | 1.2500 |
| DEPUTY DIRECTOR | | | |

JULY 1, 2023 TO JUNE 30, 2024:

| | | | |
|-----------------|----------|------|--------|
| SERGEANT | \$89,874 | 3.0% | 1.1500 |
| LIEUTENANT | \$97,685 | 3.0% | 1.2500 |
| DEPUTY DIRECTOR | | | |

JULY 1, 2024 TO JUNE 30, 2025:

| | | | |
|-----------------|----------|------|--------|
| SERGEANT | \$91,671 | 2.0% | 1.1500 |
| LIEUTENANT | \$99,639 | 2.0% | 1.2500 |
| DEPUTY DIRECTOR | | | |