

**AGREEMENT BETWEEN**  
**THE CITY OF YPSILANTI**  
**AND**  
**COMMAND OFFICERS' ASSOCIATION OF MICHIGAN**  
**JULY 1, 2014 - JUNE 30, 2017**



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## **AGREEMENT**

THIS AGREEMENT, made and entered into this July 1, 2014 to June 30, 2017, A. D., by and between the CITY OF YPSILANTI, a Michigan Municipal Corporation, and hereinafter termed the "EMPLOYER," and Command Officers' Association of Michigan, 27056 Joy Road, Redford, Michigan, 48239, hereinafter called the "UNION."

### WITNESSETH:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's and the employee's commitment to continue to provide quality law enforcement service in an efficient manner to the community. The Employer and the Union, for and consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

To this end, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **ARTICLE I - RECOGNITION**

### **1.1: Exclusive Representative**

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Command Officers' Association of Michigan as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit:

### **1.2: Covered Members**

All lieutenants and sergeants employed by the City of Ypsilanti Police Department but excluding all other employees, as certified by Michigan Employment Relations Commission, case number R-76E-67. In the event the Union desires to represent additional employees of the City, in appropriate units, it shall demonstrate its majority status in such additional appropriate units through a representation petition and election under the auspices of the Michigan Employment Relations Commission in accordance with Act 379 of Public Acts of 1965, as amended.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **1.3: Affirmative Action**

The City and Union agree that affirmative action goals are important. The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of their membership or non-membership in the Union.

## **ARTICLE II -UNION SECURITY AND DUES DEDUCTION**

### **2.1: Joining**

Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union initiating their Union application form and dues deduction authorization form.

### **2.2: Collection of Dues**

The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City Department and the Union.

### **2.3: Service Fee**

Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such thirty (30) days period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to

both the Police Department and to the Union.

#### **2.4: Certification of Dues/Fees**

All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the Director of Labor Services or his/her agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, 27056 Joy Road, Redford, Michigan, 48239.

#### **2.5: Indemnification**

The Union shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or a result from any conduct by the employer for the purpose of complying with this article.

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### **3.1: Definition of Grievance**

A grievance means a dispute between the Union or an individual employee, and the City concerning the effect, interpretation, application, claim of breach or violation of this agreement, or of the rules and regulations established by the City.

#### **3.2: Grievance Procedure**

An employee who believes they have a grievance must submit their complaint orally to their immediate supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which said complaint is based or within five (5) regularly scheduled working days after the employee should have had knowledge of the event upon which their complaint is based. The employee's immediate supervisor shall give the employee an oral answer to their complaint within two (2) regularly scheduled working days after the complaint has been submitted to them. In the event the matter is not resolved to the employee's satisfaction and they desire to carry the matter further, they must file a grievance in accordance with 8.2 of this Article. The City and Union agree that City observed holidays and official closings are exempt from filing/response timelines.

#### **Step I.**

An employee's grievance shall be submitted in writing to his or her immediate supervisor. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance, and shall be submitted to the employee's immediate supervisor within ten (10) working days after the occurrence of the event upon which said grievance is based or should have become aware of the facts upon which it is based. The employee's immediate supervisor shall

give a written answer to the aggrieved employee within seven (7) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievers shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the employer.

### **Step II.**

If the grievance has not been settled in the first step and if it is to be appealed to the second step, the grievers and his or her Union grievance chairman or his or her designated representative shall notify the Chief of Police in writing within five (5) working days after receipt of the first step answer of the desire to appeal. If such written request is made, the Chief of Police, or someone designated by the chief, shall meet with the grievers and Union representative within seven (7) working days after receipt of request to consider the grievance. The Chief of Police, or their designated representative, shall give a written answer to the aggrieved employee and his or her Union representative within seven (7) working days after the date of the second step meeting. If the answer is mutually satisfactory, the grievers shall so indicate on the form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

### **Step III.**

If the grievance is not resolved in step two, the aggrieved employee, or their representative, or both, shall within five (5) working days, present the grievance, in writing, citing the sections of the contract believed to have been violated to the City Human Resources Director.

Within ten (10) working days after the receipt of the written grievance, a meeting shall take place, at which time the aggrieved employee, or their representative, or both, and the City Human Resources Director shall attempt to resolve the grievance.

Within seven (7) working days after said meeting, the City Human Resources Director shall present an answer in writing to the employee, YCOA and COAM.

### **Step IV.**

If the grievance is not resolved at step three, the aggrieved employee, or their representative, or both, may within five (5) working days, present the grievance to the City Manager, in writing only.

Within five (5) working days after receipt of the written grievance, the City Manager, or their designee, shall present an answer in writing to the aggrieved employee, the YCOA and the COAM.

The aggrieved employee, or their representative, or both may elect to bypass this step and proceed directly to Step V without penalty.

## **Step V.**

If the grievance is not resolved at step four the COAM shall within fifteen (15) working days thereafter, present, in writing to the City Manager, a request for binding arbitration. In cases of discharge or suspensions request for binding arbitration shall be requested within five (5) working days.

Said arbitrator shall thereafter conduct proceedings in accordance with the rules of the American Arbitration Association.

If the COAM and the City cannot agree on an arbitrator, the COAM may request appointment of an arbitrator from the Federal Mediation and Conciliation Service, within seven (7) days after the expiration of the five (5) day period provided for mutual agreement. (It is agreed that if the other party has objection to the use of FMCS, the parties will agree to use American Arbitration Association exclusively.)

The decision of the arbitrator shall be binding upon both parties, and shall be enforceable in any competent court of record. The arbitrator will not have the jurisdiction to subtract from or modify any of the terms of this Agreement or written amendments hereof, or to specify the terms of a new Agreement, or to substitute his or her discretion for that of the parties.

### **3.3: Representation**

All reference to an "employee" shall be deemed equally applicable to the Union.

Any employee of the City shall have the right to be represented at any or all of the grievance procedure steps by the Union.

### **3.4: Time Limits**

Any and all time limits above may be waived by mutual agreement if reduced to writing and signed by the party or representative thereof, against who waiver of time limits is asserted.

Failure to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the party last complying with the time limits.

### **3.5: Expenses**

Each party shall bear its own legal expenses of any and all proceedings. The cost, if any, of an arbitrator shall be borne by the losing party. The arbitrator in making his/her award shall designate the losing party. This clause shall not be construed to apply to arbitrations under State Public Act 312.

### **3.6: Discharge/Suspension**

In cases of discharge or suspension in excess of ten (10) days the employee or his/her

representative or both may commence the grievance procedure at step three.

### **3.7: Written Responses**

Any and all written responses of the City called for by the grieving procedure may be presented to the Union steward if the aggrieved employee is represented by the Union in the grievance procedure.

### **3.8: Grievance Form**

The Employer and the Union shall agree on a grievance form. Once such an agreement is reached, the form shall be prepared by the Union and provided to its members upon request. This form shall be used in filing grievances. One copy of the form shall be the property of the employee filing the grievance.

### **3.9: Definition of Working Days**

Wherever the words are used in this Agreement, "working days" shall be defined as the regular business schedule of Monday through Friday, excluding any City recognized holidays or official closings.

## **ARTICLE IV – REPRESENTATION**

### **4.1: Designation of Representatives**

The Employer recognizes the right of the Union to designate a President and Vice President from the seniority list of each of the units described in Article I. Once a President and Vice President are selected, their names will be submitted to the Police Chief and to the Human Resources Department for their information.

The authority of the President and Vice President so designated by the Union shall be limited to and shall not exceed the following duties: the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

### **4.2: Release Time**

The President or Vice President shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the President or Vice President's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the President or Vice President.

Hours worked in excess of the regular schedule for processing of grievances or contract negotiations shall not be paid by the Employer.

## **ARTICLE V - DISCIPLINE AND DISCHARGE**

### **5.1: Rules and Regulations**

The employer may establish and enforce binding rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provisions of this agreement. The employer shall provide a copy to the Union of departmental rules and regulations, as well as city-wide personnel policies and procedures pertaining to employees covered under this Agreement. It is mutually agreed that the rules and regulations shall be administered in a fair and equal manner. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail. Infraction of these rules, regulations, policies and procedures shall be dealt with in a reasonable disciplinary action system.

### **5.2: Just Cause**

No employee shall be discharged, suspended or otherwise disciplined except for just cause. The claim of any employee that has been unjustly discharged or otherwise disciplined shall be processed as a grievance. It is agreed that nothing herein shall in any way prohibit the employer from discharging or otherwise disciplining any employee regardless of his or her seniority for just cause.

### **5.3: Suspensions**

Employees suspended with pay will be reassigned to the day shift for purposes of pay only. In addition, leave days can be changed to Saturday and Sunday. Employees suspended with pay will be obligated to notify the employer of their whereabouts.

In severe cases where it is necessary for the Chief to immediately relieve the employee of duty, the employee shall be informed of the reason for their relief from duty with their Union Representative before being required to leave the premises. In the event an employee is relieved from duty, only their salary shall be discontinued until returned to duty, reassigned, suspended, or discharged.

### **5.4: Internal Investigation**

Upon receipt of an allegation or complaint of misconduct from either within the department or from outside of the department, the Chief or his/her designated representative shall conduct an investigation by contacting the complainant and any available witnesses as well as reviewing any available evidence.

- A. The investigation into the complaint shall be completed within thirty (30) days, excluding weekends and holidays. However, in complicated matters, as may reasonably be determined by the Chief of Police, the investigation may take up to sixty (60) days, excluding weekends and holidays.

- B. The employee and union will be informed of a criminal complaint or a potential criminal complaint against an employee, after the Chief conducts a full criminal investigation, not to exceed ninety (90) days, excluding weekends and holidays. If a complaint is turned over to an outside agency for criminal investigation, the investigation will not exceed one hundred twenty (120) days, excluding weekends and holidays. The employee shall, at the time of notification, if he or she so desires, have the right to consult privately with the union representative. The Department reserves the right to suspend the internal investigation until the criminal investigation has been completed.
- C. Any and all time limits may be extended by mutual agreement, which will not be unreasonably refused. Every effort should be made to complete an investigation as soon as possible.

### **5.5: Allegations of Misconduct**

Once the department determines that evidence exists to substantiate a valid complaint and identifies the employee(s) involved, the department will reduce the allegation or complaint to writing and present the employee and his/her union representative with an "Allegation of Misconduct" not later than the conclusion of the employee's next working day. For purposes of this section, a date stamped copy of the "Allegation of Misconduct" delivered to the employee's and the union's departmental mailbox shall constitute compliance with this requirement.

- A. If the employee was relieved of duty in accordance with section 5.3(A) above, the department shall give notification of the "Allegation of Misconduct" to the employee and/or his or her union representative no later than the conclusion of the next working day. For purposes of this section, a date stamped copy of the "Allegation of Misconduct" delivered to the employee's and the union's departmental mailbox shall constitute compliance with this requirement.
- B. After receipt of the "Allegation of Misconduct" the employee shall have one (1) calendar day to respond in writing. If the employee does not respond, the department may proceed with the investigation. The investigation shall be concluded in accordance with section 5.4 above, with the beginning date being the date of filing of allegations of misconduct.
- C. Any time limits set forth in Article V may be extended by mutual agreement.

### **5.6: Completion of Investigation**

Upon completion of the investigation, the Chief or his/her representative will meet with the union and the employee in an effort to reach settlement on an appropriate measure of discipline. If settlement is reached, the department, employee and union shall sign the disciplinary notice indicating acceptance, without further recourse.

- A. If settlement cannot be achieved, the department shall conduct a disciplinary conference. The disciplinary conference may be waived by mutual agreement. In matters involving discipline amounting to less than suspension, no disciplinary conference is required.
- B. An affected employee must waive his or her right to representation by the union, otherwise, the employee shall be deemed to have requested representation at the disciplinary conference. In the event that an employee waives his or her right to representation it is agreed that the union is still entitled to be present at the disciplinary hearing as an observer only.
- C. Within seven (7) calendar days of the disciplinary conference (unless additional time is required) the department shall administer appropriate discipline and forward a copy of said discipline in writing to the employee and/or his or her union representative. For purposes of this section, a date stamped copy of the disciplinary notice delivered to the employee's and the union's departmental mailbox shall constitute compliance with this requirement.

Discipline shall be for just cause and the department shall not base its decision upon infractions that have occurred more than twenty-four (24) months prior to the incident currently under investigation, except for infractions that resulted in suspension without pay or are part of progressive discipline, which can be considered for a forty-eight (48) month period.

An employee relieved of duty shall have an opportunity to meet with the union representative prior to being required to leave the employer's premises.

### **5.7: Appeal of Discipline**

In the event the employee believed the discipline administered by the Chief was unjust, it shall be a proper subject for the grievance procedure provided a written grievance with respect thereto is presented to the Chief pursuant to Step II of the Grievance Procedure within ten (10) calendar days after the Chief has notified the employee of the discipline and administered same to the employee.

### **5.8: Adjustment of Discipline**

In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, or partial or no compensation as may be decided under the grievance procedure. This compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge or suspension, less such unemployment compensation or pay as he/she may have earned at other employment during such period.

### **5.9: Review of Documentation**

After the Chief administers discipline, the Union shall have the opportunity to review documentation involved in the investigation. The Union agrees to not interfere with an ongoing investigation.

## **ARTICLE VI - STRIKES AND LOCKOUTS**

### **6.1: Prohibition**

The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

### **6.2: Penalties**

Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged.

## **ARTICLE VII - SENIORITY**

### **7.1: General**

Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his/her last hiring date. In the event an employee transfers from another City department into the Police Department his/her previous service with the City shall not be considered in departmental seniority privileges such as vacation sign up, shift preference or promotion.

"Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he/she has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided.

### **7.2: Prior City Employment**

It is understood and agreed that certain employees, who left the employ of the Employer, were, at the time of their rehire, allowed seniority to the date of original hire. Employees who were given seniority to their original date of rehire shall maintain said seniority date. For pension purposes an employee rehired may be credited with original hire-in-date if he/she repays his/her contributions as stipulated by the pension act.

### **7.3: Definitions**

- A. Department Seniority - Length of full-time service in a sworn position in the Police Department.
- B. Unit Seniority - Length of full-time employment in the bargaining unit.

### **7.4: Probationary Period**

All newly promoted members shall serve a twelve (12) month probationary period. An employee may be removed during the probationary period if they demonstrate they do not have the ability or skills to perform in the position. In addition, during the probationary period the employee may elect to vacate the position. In the event the employee is removed or vacates the position, during this probationary period, he/she shall be returned to the position/rank held immediately prior to the promotion.

The Employer as described in this section shall notify an employee removed by the Employer of the reasons for removal in writing at the time of removal.

### **7.5: Seniority List**

The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate Departmental bulletin board once a year. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their promotion date and date of last hire, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in order of the application for employment with the City of Ypsilanti.

Instances where an employee enters a rank classification by reclassification, his/her classification seniority shall date from that date of reclassification. For purposes of rank reduction and promotion, an employee's rank classification if two (2) or more employees have the same reclassification date, their seniority shall be determined on the basis of their entry dates into the rank classification from which they were reclassified. If two (2) or more employees have the same entry date into the classification from which they were reclassified, they would continue to bump downward, by seniority, including into a Police Officer rank.

### **7.6: Termination of Seniority**

An employee's seniority shall terminate:

- A. If he/she quits, retires or is justifiably discharged.
- B. If following a layoff for lack of work or funds, he/she fails or refuses to notify the Employer of his/her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his/her address on record with the Employer or, having notified the Employer of

his/her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his/her address on record with the Employer or having notified the Employer of his/her intention to return, fails to do so within fourteen (14) calendar days after such notice is sent.

- C. He/she is absent for three (3) consecutive working days without notifying the Chief or his/her designee. In extenuating circumstances, exceptions may be made by the Chief. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- D. When he/she has been laid off from the Department for lack of work or funds for a period of twenty-four (24) or more consecutive months.

## **ARTICLE VIII - LAYOFF AND RECALL**

### **8.1: General**

The Employer may layoff a permanent employee when he/she deems it necessary, by reason of shortage of work or funds, the abolition of the position (for shortage of work or funds), material change in the departmental organization, or for other related reasons which are outside the Employer's control or which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned with reason to other employees already working who hold positions in appropriate classes.

### **8.2: Layoff Procedure**

Employees will be laid off according to seniority, provided the employees retained are able to perform the available work.

Employees to be laid off shall have the option of taking layoff or exercise their seniority by bumping downward into the next lower classification which they held within the department, in which they have the ability to perform the available work.

The Employer shall not use an employee in a higher classification, in which he/she is not classified if another employee is laid off from there, except in emergency, to perform the same function of the higher classification.

Employees to be laid off for any period of time shall be given minimum of fourteen (14) days notice of layoff. The Steward shall be given a list of employees being laid off on the same date the notices are issued to the affected employees.

### **8.3: Recall Procedure**

When the work force is to be increased after a layoff, employees shall be recalled

according to unit seniority, in reverse order of layoff.

Notice of recall may be by phone call and confirmed by certified mail to the employee's last known address.

Employees shall be granted up to (10) days to return to work upon request.

Employees who are laid off or have taken the option contained in 8.2, who were on probation at the time of layoff and recalled to their former classification shall be required to complete the balance of their probationary period.

#### **8.4: Super-Seniority**

For the purpose of layoffs and recalls, only the Union Steward shall head the seniority list and shall be retained at work so long as he/she is willing and has the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employee holding the Steward's position has exercised his/her actual seniority. It is understood and agreed that the super-seniority referred to in this Section is solely for the purpose of retaining a job in the unit and under no condition can it be exercised for job preference under any of the terms and provisions of this contract.

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this Section.

#### **8.5: Grievance**

If the Employer fails to give an employee work to which his/her seniority and qualifications entitle him/her, and such work does exist and a written notice of his/her claim is filed within seven (7) days of the time the Employer first failed to give him/her such work, the employee may file a grievance. The Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned for regular scheduled work.

#### **8.6: Captain and Deputy Chief Positions**

The Union agrees to allow those officers classified as Captain and Deputy Chief to revert back to the position they last held within the classification covered by this bargaining unit at the rate of pay of that position.

#### **8.7: Reclassification Due to Restructuring:**

In the event that the restructuring plan of 2014 is found to be ineffective or requires to be changed due to budget restraints and requires reclassification of members of the unit, that were members on July 1, 2014, those members will be returned to their last classification and the wage that they earned prior to the restructuring.

## **ARTICLE IX - LEAVES OF ABSENCE**

### **9.1: Personal Leave**

The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his/her probationary period, provided he/she presents a reason acceptable to the Chief.

### **9.2: Family and Medical Leave**

An employee who, because of illness, of himself or his/her immediate family (to mean only the spouse and children of the employee), pregnancy or accident, other than illness or accident compensable under the Michigan Workers' Compensation Laws, is physically unable to report for work may be given a leave of absence, upon the employee request, of not to exceed (1) year provided further that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless the extension is approved by the Employer. No other employment shall be permitted during a leave of absence due to illness except with approval of the Employer.

Under the FMLA, illness of a parent is also covered (in addition to the covered persons listed in the preceding paragraph). Leave to care for a parent will be granted for a period of twelve (12) weeks, with the same requirements for medical certification.

The employee prior to or immediately upon commencement of the leave (for himself/herself or covered family member) will designate which leave accrual banks they will utilize during the leave, which must be used in one continuous increment. If an employee does not have accumulated leave time or elects to take the leave without pay they will be placed on "without pay" status. Once on "without pay" status, no additional leave accruals will be earned. Seniority is retained, but not earned while on "without pay" status.

Upon an employee's return to work, the Employer may require the employee to provide medical certification indicating the employee is able to return to work. Further, the Employer may require, at its expense, an additional medical examination from a physician chosen by the City. Upon return from leave, the employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions.

The Employer agrees to continue payment of health insurance for a total of one (1) year, beginning with the date the leave commences. (Payment will be for twelve (12) weeks for parental leave).

### **9.3: Military Leave**

A regular employee who enters the military service of the United States by draft shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

### **9.4: Funeral Leave**

An employee shall be allowed 36 hours (for 12-hour shift employees) or 32 hours (for 8-hour shift employees) as funeral leave not to be deducted from sick or vacation leave, for a death of the immediate family. Immediate family is defined as: employee's natural mother, father, brother, sister, grandparents, grandchildren, natural or legally adopted daughter, son, step-parents, step-children, spouse, father/mother-in-law, brother/sister-in-law, grandparents-in-law, or member of employees household not covered by immediate family. In the event, through the employee's own volition or circumstances, employee cannot attend the funeral he/she will be allowed one (1) funeral leave day not to be deducted from sick or vacation leave. A member will be allowed two days (24 hours for 12 hour shifts and 16 hours for 8 hour shifts) for funeral leave for an aunt, uncle, or member of the member's household not covered by the definition of immediate family.

### **9.5: Public Office Leave**

A regular employee, who has completed his/her probationary period, who has been appointed to a public position will be granted a leave of absence without pay for a period not to exceed one (1) year. An employee appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave he/she shall be returned to the regular job classification that he/she held prior to said leave. In the event that such job classification has been modified or eliminated, the employee will be offered a job comparable to the one last held at the appropriate schedule of pay for that job.

### **9.6: National Guard Training**

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee receives his/her orders.

The Employer shall make up the difference between what an employee would have received, had he/she worked during said leave time, and the pay he/she received from his/her activities, for a maximum of two (2) weeks per year, provided said employee submits proof of payment from the military.

### **9.7: Personal Leave Bank**

Members of C.O.A.M., shall be entitled to charge up to six (6) days (72 hours) per year for personal business. The personal leave days shall not be accumulated, must be used within the year they are allotted, and are not to be paid for if not used during the fiscal year. The use of personal leave is at the Chief's or his/her designee's discretion, due to staffing and/or operational needs. Please see Attachments A-1, A-2 and A-3.

## **ARTICLE X - HOURS OF WORK AND OVERTIME**

### **10.1: Work Schedule**

The normal biweekly work period shall consist of an average of eighty-four (84) hours; with a normal schedule consisting of seven (7) twelve hour days (see Exhibit A). Employees shall be entitled to a fifteen (15) minute break period at or near the mid-point of the first half and second half of their shift and a forty-five (45) minute paid lunch break. It is understood that officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break. At the direction of the Chief, bargaining unit members working assignments other than that of road patrol sergeant(s) assigned to Platoons 1 & 2, may work another schedule including, but not limited to, the 5 day modified 84 hour schedule.

The current range of starting times for Field Services Platoons 1 and 2 will be 6:00 a.m. to 10:00 a.m. and 6:00 p.m. and 10:00 p.m. It is agreed that the schedule will mirror that of the YPOA both now and in the future.

A booster shift will be scheduled at times determined by the Chief, and selected by seniority.

### **10.2: Administrative Leave**

Administrative Leave is granted to compensate members of the extra four (4) hours worked in a pay cycle, as a result of the 12 hour shift schedule or the modified five (5) day 84 hour schedule. This results in 156 hours of straight time.

Each member will be paid 78 hours of straight time incrementally throughout the year. This will be accomplished by paying each member two hours at time and one half each pay period (26 pay periods x 2 hours at time and one half = 78 straight time hours).

Seventy-Eight (78) hours of straight time will be placed in the member's bank each January 1. It is the member's responsibility to schedule the use of the administrative leave time throughout the calendar year. The use of

administrative leave time is at the discretion of the Chief of Police or their designee's discretion, taking into account staffing, and/or operational needs. Of the 78 hours, 36 hours of straight time must be taken as time off or will be forfeited at the end of the year. The remaining 42 hours of straight time, or any other remaining balance of less than 42 hours of straight time will be paid out in a lump sum every January. Administrative leave cannot be carried over from one year to the next.

For members entering the bargaining unit, administrative time shall be prorated based on the number of pay periods remaining in the calendar year. This applies to both the incremental payments and the administrative leave bank. For example, a member is promoted in July and there are 13 pay periods left in the year the member would have ( 39 hours paid at 2 hours at time and one half per pay period, 18 hours of use it or lose it time and 21 hours of time eligible for time off or lump sum payment in January).

For members leaving the employee of the City, any banked administrative leave time can be converted into cash.

Administrative leave time may be used at the end of service for exiting or retiring officers.

### **10.3: Posting of Schedule**

The City agrees that the work schedule for the Police Department shall be posted at least fourteen (14) days in advance of the change in schedule, except during emergency periods. It is understood and agreed that the posting referred to in this section is for informational purposes and applies only to the shift configuration determined at the annual shift bid. It has no further application.

### **10.4: Trading of Time**

The existing practice of allowing employees to trade days and shifts shall be continued under the guidelines of the present departmental policy.

### **10.5: Earning Overtime**

Time and one half (1&1/2) of a non-exempt employee's regular straight time hourly rate of pay shall be paid for all time to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, vacation, sick leave, and on-the-job injury which cumulatively is in excess of twelve (12) hours per day and eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay.

### **10.6: Scheduling Overtime**

The employer has the right, at its discretion, to schedule overtime consistent with the needs and requirements of public safety.

#### Short Term Vacancies

Definition: A short term vacancy is defined as a vacancy of fourteen calendar days or less in duration. Examples include vacation, optional leave days, training, etc.

In the event that overtime is deemed necessary to fill such a short term vacancy the following process will be used:

- The overtime shall be offered to the employees within the effected rank by seniority from highest to lowest.
- If there are no volunteers the least senior person within the effected rank may be ordered to work, or
- If there are no volunteers the employer may adjust the schedule of another person within the effected rank to cover the vacancy.

#### Long Term Vacancies

Definition: A long term vacancy is defined as a vacancy anticipated to be fifteen calendar days or greater in duration. Examples include but are not limited to injury, retirement, resignation, etc.

In these circumstances, the employer retains the right to modify the work schedule of another employee within the effected rank, after providing a minimum seven (7) calendar day notice. Nothing herein precludes the employer and employee from agreeing to make the change sooner than seven (7) days.

In the event the Employer chooses to fill all or a portion of the vacancy through overtime rather than schedule modification, then the process outlined above under short term vacancy will be used.

In the event of an emergency situation the employer has the right to order employees for overtime, as contacted, without respect to seniority.

### **10.7: Court Time/Call-In**

The City and Union agree to cash payments for Court Time/Call-in at 2.5 hours minimum at time and one half the hourly rates of wages in Article XIII.

### **10.8: Shift Rotation**

All supervisory personnel assigned to the Field Services Bureau (Teams A&B) shall have the opportunity each six (6) months, by unit seniority, to sign-up for the shift of their

choice. It is agreed that the Employer may have special assignment detail and plainclothes assignments such as, but not limited to, Investigative Sergeant and Administrative Sergeant. To assure the efficient operation of the Department, the City retains the right, at its discretion, to assign probationary, transitional and special assignment employees to shifts.

### **10.9: Time Off**

No two command officers working the same team will be allowed off on administrative leave time, compensatory time, personal days or vacation days at the same time.

### **10.10: Scheduling Overtime**

For the purposes of calculating the overtime-hourly rate, 2080 annual hours will be used.

### **10.11: Compensatory Time**

Compensatory time accumulation is set at a maximum of 200 hours. Employees at or above that maximum shall not be permitted to accumulate more compensatory time until they fall below the cap. Employee over the 200 maximum shall have overtime paid in cash. Scheduling of compensatory leave time off shall be at the Chief's or his/her designee's discretion, due to staffing and/or operational needs.

Employees may cash out up to 40 hours of compensatory time during any pay period except for those in July and December. Cash outs can be up to 40 hours during the first 6 months of the calendar year and up to 40 hours during the second 6 months of the same calendar year.

### **10.12: Training**

In the event an employee is required to attend a five day school (Monday through Friday) the employee will receive the day before and the day after off. In the event of a school less than five days, the employee will receive a day for each full day spent in training. A full day is defined as an 8 hour day.

Mandatory Training (one in which the supervisor is asking the employee to attend) shall be paid at time-and-a-half.

Discretionary Training (one in which the employee asks the supervisor if he or she may attend) shall be paid at straight-time.

### **10.13: Investigative Services Division**

Investigative Services Division - for every day the Investigative Services Sergeant is on standby for a call-in situation, one (1) hour of compensatory time will be granted, provided the employee's compensatory time bank does not exceed the contract maximum, in which case the employee shall receive one (1) hour of straight time pay.

**10.14: Field Training Officer Compensation:**

A Sergeant assigned as a Field Training Officer shall receive one and one half (1½) hours of comp time for each Daily Observation Report (DOR) completed.

**ARTICLE XI - DEPARTMENTAL AND COMMAND OFFICER MEETINGS****11.1: Scheduling Meetings**

The police department shall have departmental meetings at the discretion of the police chief. An employee may request to be excused and the Chief's denial shall not be arbitrary and capricious. Every effort shall be made to have the meetings at a reasonable time. The department shall post a notice of the meeting five (5) days prior to the date of the meeting.

**ARTICLE XII - EDUCATION AND TRAINING REIMBURSEMENT****12.1: Reimbursement**

The City may pay the cost of tuition and books for courses completed at college, university, and training seminars. The employee must receive prior approval from the department head and the City Manager. The approval will not be given if the course is not job related or deemed to be beneficial to the employees' work and City services. Upon certification or a passing grade, C or better, verification of payment and prior authorization the employee shall be reimbursed for tuition and books for that course.

**ARTICLE XIII - WAGES****13.1: Wage Schedule**

Substituting new wage spreads. Road Sergeants 8% increase over top patrol officer (PO3-1) and Road Lieutenants 14% over Road Sergeants. (Administrative/Detective will receive a 1% increase to their current rate of pay).

Effective 7/01/2014

The union will realize across the board wage increases according to the following schedule:

<b>Rank</b>	<b>Date</b>	<b>Percent Increase</b>
Sergeant & Lieutenant	7/01/2014	0%
Sergeant & Lieutenant	7/01/2015	0%
Sergeant & Lieutenant	7/01/2016	0%

**13.2: Payment of Wages**

Employees covered by this Agreement shall be paid in full biweekly. Not more than seven (7) days shall be held from a regular employee. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

**ARTICLE XIV - HOLIDAYS****14.1: Recognized Holidays**

Employees shall be granted eleven holidays. The recognized holidays are:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Martin Luther King Jr.'s Birthday	

**14.2: Holiday Pay**

In the event an employee is regularly scheduled to work on the holiday, the employee shall be paid straight time for actual time worked.

Effective July 1, 2014, all employees working a 12 hour schedule shall be paid according to the schedule below on the first pay day of November of each calendar year:

**Pay Step/Grade    Annual Holiday Pay**

PC1-1	\$4,000
PC2-1	\$4,500

Employees on an eight (8) hour per day schedule in lieu of holiday pay shall receive the holiday off with pay. If the individual desires the cash payment as detailed above, then an accrual must be used.

Holiday pay will be prorated for employees beginning or leaving employment of the City based upon actual holidays occurring after the employee's date of hire or prior to the employee's last day of work. Holiday pay will also be prorated for promoted employees based on the pay step the employee is at during the actual holidays (e.g., an employee working 5 holidays at pay/step PC1-1 rate and 6 holidays at the pay/step PC2-1 rate will receive 5 holidays paid at the pay/step PC1-1 rate and 6 holidays paid at the pay/step PC2-1 rate).

**14.3: Holiday Work Schedule**

In the event a recognized holiday falls on a regularly scheduled workday for a field

services patrol sergeant, the field services patrol sergeant shall work the recognized holiday. A field services patrol sergeant that is on a shift bid vacation and a recognized holiday falls upon their regularly scheduled work day within that vacation time off, the sergeant must work the holiday as scheduled. In the event the road patrol sergeant can find a volunteer to work the holiday, the regularly scheduled field services sergeant will be excused.

**ARTICLE XV - VACATION LEAVE**

**15.1: Accumulation of Vacation**

New vacation schedule will match the current POAM schedule. Grandfather anyone at the 20 year step (only effects Eberts). Please see Attachments A-1, A-2 and A-3.

Completion of one to four years of service	120 hours
Completion of five to nine years of service	168 hours
Completion of 10 years and over	180 hours
Completion of 20 or more years of service	192 hours *Eberts Only

**15.2: Seniority**

The choice of vacation shall be made in order of Rank and then Seniority.

Patrol Command: Lieutenants and then Sergeants.

Administrative Command: Lieutenants and then Sergeants.

**15.3: Scheduling of Vacation**

The vacation schedule shall run on a calendar year basis. The choice of vacation shall be on a department seniority basis. No employee shall be eligible for more than two (2) consecutive weeks of time off for vacation at one time unless the Chief of the Department grants permission.

The City agrees that there will be a separate sign-up sheet for Command Officers and Police Officers.

Definitions:

1. Vacation - Consecutive days off in a calendar week, beginning on a Monday and ending on a Sunday, as defined on the vacation sign up list
2. Regular Leave - Those days off which occur naturally as a result of the basic work schedule and shift configuration (e.g., work Monday/Tuesday; off Wednesday/Thursday; work Friday/Saturday/Sunday – Wednesday and Thursday would be defined as regular leave days).

3. Optional leave - Individual or singular days, groupings of days or hours off, which are charged against any of an employee's available leave banks. All time off is designated as vacation time, regular leave or optional leave.

### General Provisions

1. A separate summer vacation schedule (July through December) and winter vacation (January through June) shall be maintained.
2. Vacation sign up for a summer vacation shall commence immediately following the bi-annual shift bid that takes effect in January.
3. Vacation sign up for a winter vacation shall commence immediately following the bi-annual shift bid that takes effect in July.
4. Subject to the procedures below, officers will be allowed to sign up for a total of five (5) weeks of vacation annually in the two vacation bids, identified at the time of those bids.
5. A member with an approved vacation shall not be ordered to work overtime on their regular leave days that are immediately before and after the approved vacation.

### Field Services Bureau

1. Each officer of the bureau, by seniority, shall have an opportunity to sign up for either one consecutive two week vacation or a single one week summer or winter vacation.
2. After completing the seniority list in the first round, additional bid rounds will be conducted until all employees have the opportunity to bid a maximum of five (5) weeks' vacation consisting of a maximum three (3) weeks of summer vacation and a maximum of two (2) weeks of winter vacation, or a maximum of two (2) weeks of summer vacation and a maximum of three (3) weeks of winter vacation. (In each case, no more than two weeks' vacation may be consecutive unless the Chief of the Department grants permission.)
3. Once the seniority list for the bureau has been completed, all officers of the bureau, on a first come, first serve basis, may request time from among the remaining open weeks and/or days, on an optional leave basis.
4. This sign up procedure is for selection of the two (2)/three (3) week summer and winter vacation only. It has no effect on optional leave requests (compensatory, personal, vacation, administrative, etc.). Optional leave requests, as always, may be granted at the discretion of the Chief or his/her designee. Officers making optional leave requests should be notified within five (5) calendar days of said request, as to whether or not the requested time is granted or denied.
5. The Chief or his/her designee retains the right to rescind vacation approval in conditions of emergency and/or extreme staffing shortages.
6. The Chief or his/her designee retains the right to rescind optional time off in conditions of emergency and/or extreme staffing shortages.

### Administrative Services Bureau

1. Each officer of a bureau or work group (e.g., DB, NPT, G-CAT, etc.), by seniority, shall have an opportunity to sign up for either one consecutive two week vacation or a single one week summer or winter vacation.
2. After completing the seniority list in the first round, additional bid rounds will be conducted until all employees have the opportunity to bid a maximum of five (5) weeks' vacation consisting of a maximum three (3) weeks of summer vacation and a maximum two (2) weeks of winter vacation, or a maximum of two (2) weeks of summer vacation and a maximum of three (3) weeks of winter vacation. (In each case, no more than two weeks of vacation may be consecutive unless the Chief of the Department grants permission.)
3. Once the seniority list for the bureau or work group has been completed, all officers of the bureau or work group, on a first come, first serve basis, may request time from among the remaining open weeks and/or days, on an optional leave basis.
4. This sign up procedure is for selection of the two (2)/three (3) week summer and winter vacation only. It has no effect on optional leave requests (comp, personal, vacation, administrative, etc.). Optional leave requests, as always, may be granted at the discretion of the Chief or his/her designee. Officers making optional leave requests should be notified within five (5) calendar days of said request, as to whether or not the requested time is granted or denied.
5. The Chief or his/her designee retains the right to rescind vacation approval in conditions of emergency and/or extreme staffing shortages.
6. The Chief or his/her designee retains the right to rescind optional time off in conditions of emergency and/or extreme staffing shortages.

#### **15.4: Carryover of Vacation Hours**

At the end of a calendar year, no employee shall carry over more than one year's entitlement of vacation hours to the next calendar year. Therefore, at the end of a calendar year, any hours over the annual entitlement shall be cashed out in a separate check in January of the following year. The hours shall be cashed out at the employee's regular hourly rate of pay.

Employees, who have applied for retirement, may cash out any hours over the annual entitlement, prior to their retirement effective date.

In the event an officer is required to appear in court on his/her vacation day(s) off, the employee's vacation day(s) off shall be cancelled. The employee will be compensated as described in Section 10.7 Court Time/Call In and the vacation day(s) that were cancelled shall be credited back to the employee's vacation bank to be rescheduled at a later date in compliance with the vacation scheduling procedure. This section shall not apply when an officer, through his/her own volition, schedules a court appearance.

### **15.5: Cash-In of Vacation Hours**

An officer is permitted to take regular pay in lieu of vacation days for forty (40) vacation hours, once per calendar year.

## **ARTICLE XVI - SICK LEAVE**

### **16.1: Accumulation of Sick Leave Credits**

Each employee hired on or before June 30, 2012, of the Police Department shall accrue twelve (12) hours of sick leave credit for each month of service, not exceeding an aggregate of one hundred and forty-four (144) hours per calendar year. Please see Attachment A-1, A-2 and A-3.

An employee's accumulated unused sick leave credits at the end of the year shall be carried forward. Upon retirement or death, accumulated sick time shall be paid to the employee or his/her estate. Employees, who become members of the Union, shall be paid for a percentage of his/her accumulated hours according to the schedule below at his/her then current hourly rate.

<b>Hours</b>	<b>Payout Rate</b>	
1-500	20%	
501-1000	30%	
1001-1500	40%	
1501-2000	50%	
2001-2500	60%	Applies to Gress, Overton, Szymankiewicz & Yuchasz only
2501+	70%	Eberts Only

### **16.2: Charges Against Credits**

Charges against sick leave credits shall apply as follows:

An employee shall be entitled to charge sick leave for actual time absent, subject to and with prior request verification by medical certificate. Further, the employer may require at its expense an additional medical examination from a physician chosen by the City. This provision may be invoked in illnesses that have required surgery or hospital retention that may result in limitations of the employee's job responsibilities. The employee shall inform his/her commanding officer of any physical limitation prior to the return to work. In order to receive pay for a sick day an officer shall notify the Department of the illness at least one half hour before the start of their shift.

Employees may charge sick leave to care for an ill member of their household. For leave in excess of three consecutive calendar days, see the Family and Medical Leave Act.

## **ARTICLE XVII - JURY DUTY**

### **17.1: Compensation**

An employee required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for an/or performs jury duty during hours that he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty. This shall not to exceed eight (8) hours of pay for those working an eight (8) hour per day schedule. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she was required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment.

## **ARTICLE XVIII - MAINTENANCE ALLOWANCE**

### **18.1: Allowance**

Each employee shall receive from the City a maintenance allowance in the total amount of \$1,120, payable semiannually on the employee's first payroll after July 1, and January 1, in advance of the employee's expenditure.

Should the employee leave the employment of the City prior to the completion of the six-month payment, a refund shall be due the City for the remaining months' allotment.

If the City proposes a change for uniforms with less than 12 months' notice, the City will pay the cost of the changeover. Otherwise the members will be responsible for any costs associated with the changeover.

### **18.2: Damage or Loss of Apparel**

When an employee suffers the damage or loss of personal wearing apparel or other effects necessary to the performance of his/her duty, as the result of service connected accidents or misconduct by other, he/she shall immediately report it to the officer in command. In reference to this Section wrist watches not to exceed \$75, eye glasses, contact lenses, false teeth, bridges, hearing aids and any item in writing that the Chief of the department authorizes employees to wear shall be deemed personal belongings.

In the event of damage or loss, uniform shirts and pants will replaced at 50% of current value. Other items will be determined on a case by case basis.

## **ARTICLE XIX - HOSPITALIZATION MEDICAL COVERAGE**

### **19.1: Health Care Coverage**

Employees will continue to have our current BCBS Community Blue PPO Health Care. Employee contributions toward their health plan premium, prescription premium, wrap plan cost and administrative costs shall be governed by PA 152 of 2011.

The City agrees, subject to the paragraph concerning PA 152 of 2011, to pay the remaining portion of the employees and their dependents health care insurance not covered by the employees' contribution. However, subject to the paragraph concerning PA 152 of 2011, the City shall continue to pay the cost of the employees' and their dependents prescription drug coverage, optical and dental insurance. Members will have health insurance through Blue Cross Blue Shield of Michigan Community Blue PPO Plan (see Attachment B for plan coverage

There will be a doctor's office visit co-pay of \$30. In addition, a Flexible Spending Account (FSA) for full-time employees will be offered. However, the employee will be the sole contributor. FSA's can be used for office visits, deductibles, Rx co-pays, over-the-counter drugs, dental and vision expenses and much more (According to the list provided by the IRS Rules & Guidelines).

**DEDUCTIBLE:** Effective January 1, 2014, the following annual medical insurance deductibles shall be applicable to all Union employees:

Single Coverage	\$250
Double/Family Coverage	\$500

**PREMIUM CONTRIBUTIONS:** Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011. Please see Attachment A-1, A-2 and A-3.

**PRESCRIPTION:** Effective July 1, 2014, the following prescription drug co-pays shall be applicable to all Union employees: \$10/\$30.

**DENTAL:** Dental will be provided to new employees as part of their PA 152 Act of 2011, contribution toward their health care. The Dental Insurance Benefit will be upgraded with a \$1500/year maximum benefit and a modest increase in the quality of the dental insurance (See Attachment C).

**VISION:** Employees hired on or after July 1, 2009, will no longer be provided with eye care. However, vision coverage may be purchased at the employee's own expense at the group rate.

### **19.2: Waiver of Health Care**

If the employee is covered under another health insurance policy, and with proper verification and signed waiver, the employee may receive payment in lieu of health insurance.

Family	-	\$5000/yr.
Two person	-	\$4000/yr.
Single	-	\$2000/yr.

(Payable in arrears semi-annually in June and December).

Re-enrollment to city coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in city coverage re-enrollment contracts. Upon re-enrollment the payment will be pro-rated for the actual months prior that the employee was not enrolled in the City's health coverage.

Upon termination of employment the payment will be pro-rated for actual months of waiver period employed. For the purpose of defining a month: a person working on or after the 15th day shall be considered employed for that month.

## **ARTICLE XX - LIFE INSURANCE**

### **20.1: Terms of Coverage**

It is hereby agreed that the City will provide life insurance to protect the Command Officers, such insurance shall be in effect twenty-four hours a day whether the Command Officer is on duty or not. Life insurance shall be term life and will pay benefits in the amount of \$70,000 for natural death. In the case of an accidental death and dismemberment, or line of duty death, the employee's estate will receive an additional \$70,000.

The life insurance shall be provided as of the date of the signing of this Agreement.

### **20.2: Purchase of Additional Coverage**

If the employees decide to purchase further insurance benefits, they may do so and upon written notice, the City agrees to withhold from the individual's pay the amount of the extra premium.

## **ARTICLE XXI - WORKERS' COMPENSATION (on the job injury)**

### **21.1: Coverage**

The applicable Worker's Compensation Laws will cover each employee. The City further

agrees that an employee being eligible for Workers' Compensation will receive, in addition to his/her Workers' compensation income, an amount to be paid by the City sufficient to make up the difference between Workers' Compensation and his/her regular weekly income less applicable taxes, if any, based on forty (40) hours for a period not to exceed one (1) year. If an employee remains disabled, as the result of a job related injury over one (1) year, a City appointed physician shall examine the employee. In the event the City physician certifies that the employee continues to be disabled, the employee may use accumulated sick time to supplement the difference between Workers' Compensation being paid and the regular weekly income less applicable taxes based on forty (40) hours per week.

### **21.2: Reassignment**

In the event an employee can perform job assignments other than those of his/her regular classification, the City at its discretion will attempt to reassign the employee to these duties without reduction to the employee's prevailing rate of pay.

## **ARTICLE XXII - MANAGEMENT RIGHTS**

The City on its own behalf or on behalf of its electors hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are excised by employers, except such as are specifically relinquished herein and are reserved to and remain vested in the City including but without limiting, the generality of the foregoing the right:

- (a) To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation.
- (b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- (c) To determine the number, location and type of facilities and installations.
- (d) To hire, transfer, promote, demote employees from one classification, department or shift to another, assign and lay off employees, in accordance with this Agreement.
- (e) To direct the work force, assign work and determine the number of employees assigned to operations.
- (f) To establish, change, combine or discontinue job classifications and assign job duties, content and classification. The City shall have the right to

establish wage rates for any new or changed classification, until such rates can be negotiated with the Union. Changes in these new rates through negotiations shall be retroactive to the start of the classification.

- (g) To determine lunch, rest periods and cleanup times, and the starting and quitting time and the number of hours to be worked.
- (h) To establish work schedules.
- (i) To adopt, revise, and enforce reasonable work rules and carry out cost and general improvement programs.
- (j) To determine the size of the workforce and increase or decrease its size.
- (k) To permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services in an emergency situation or during a special scheduled event.
- (l) To discharge, discipline and demote employees for just cause.
- (m) To determine the qualifications and competency of employees to perform available work; determinations shall not be arbitrary or capricious.

## **ARTICLE XXIII - UNION ACTIVITIES**

### **23.1: Bulletin Board**

The City agrees to furnish the space and the Union shall maintain a suitable bulletin board in a convenient place within the confines of the Police Station for the posting of Union notices and other material. The notices and materials posted shall pertain to Union business or activities and not cause embarrassment to the Department, personnel or Union.

### **23.2: Meetings for the Union**

The Union may schedule and conduct its meetings on Police Department property provided it does not disrupt the duties of the employees or the efficient operation of the Department. The Union shall obtain prior permission of the Chief before scheduling the meeting on Police Department property.

### **23.3: Annual Meetings**

The Union shall be allowed to send two (2) delegates to the COAM Annual Convention. Delegates shall be selected in accordance with the Constitution and by-laws of the COAM without loss of time or pay not to exceed six (6) manpower days per year; subject to manpower requirements and at the discretion of the Chief of Police.

## **ARTICLE XXIV - PHYSICAL EXAMINATION**

### **24.1: City Provided**

The City shall, at its expense, make available for each employee at the Chief's or employee's demand a physical examination, chest x-ray and electrocardiogram every three years. No more than three employees will be allowed an examination in a fiscal year. The employee shall sign a release making the full report available to the City. It is agreed that all employees will keep themselves in sufficiently good physical condition to perform all aspects of their job requirements.

### **24.2: Private Physician**

If the employee chooses to use his/her private physician, the City agrees to pay cost of it, not to exceed the amount of the City provided facility for a physical examination, chest x-ray and electrocardiogram. The employee shall obtain an authorization form from the Personnel Department, prior to obtaining the physical examination, and shall indicate whether the City facility or private physician will be utilized.

## **ARTICLE XXV - SAFETY PROCEDURES**

### **25.1: Employer Responsibilities**

The Employer shall make all provisions for the safety and health of the employee during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment, as it deems necessary to properly safeguard the health of the employees and protect them from injury.

### **25.2: Employee Responsibilities**

Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary action and in case of flagrant or serious violation, to dismissal.

In the event an officer believes that his/her assigned vehicle is unsafe for use during his/her tour of duty, he/she shall return it to the station. If his/her immediate supervisor agrees with the officer the vehicle shall be tagged and parked, and the decision of immediate supervisor shall not be arbitrary. Except for the emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service or released by the Chief or his/her designated representative in writing. It is understood and agreed that the vehicles will at all times be maintained in a state of general repair and will be mechanically functional.

## **ARTICLE XXVI - GENERAL**

### **26.1: Personnel Files**

Files are the expressed property of the City of Ypsilanti. All items placed in the employees' personnel file shall be shown to the affected employee. Any member may inspect his/her own personnel file upon a request to the Police Chief or his/her designated representative.

### **26.2: Mileage**

When an employee is required by the Employer to provide their own transportation as part of a work assignment, exclusive of travel back and forth to work location, the employee will be reimbursed mileage at the current rate as established by the state of Michigan travel policy, which is updated every October. The Employer shall not pay for mileage for local courts within Washtenaw County.

## **ARTICLE XXVII - RESIDENCY**

### **27.1: Requirements**

Employees shall not be required to reside within a twenty five (25) mile radius of the Ypsilanti City Hall.

## **ARTICLE XXVIII - SPECIAL CONFERENCES**

Special conferences on important matters such as interpretation of this Agreement may be arranged between the Union and the Employer's designated representative upon the request of either party. The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.

## **ARTICLE XXIX - PROMOTIONS**

### **29.1: Selection Criteria**

Promotions to the rank of Lieutenant shall be based upon a competitive process as determined by the City. The process will seek to evaluate the candidate's skills, knowledge and abilities, past and present performance, dependability, commitment, etc.

### **29.2: Posting of Opening**

The City shall post the availability of a Lieutenant's promotional position opening. Employees with the rank of Sergeant, desiring to be considered for the position shall

sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.

### **29.3: Posting of Opening**

The City shall have the right to select any one of the individuals satisfactorily completing the process for the next appointment to Lieutenant.

### **29.4: Eligibility List**

The candidate list compiled from the promotional process shall be in effect for two (2) years. The candidate names will appear on the list in alphabetical order.

### **29.5: Selection Committee**

In the event that the promotional process utilizes a panel, board or committee that contains a civilian community representative of a neighborhood association, business association or community group, the Union and the City will agree on those persons prior to their involvement in the promotional process. Exclusion of a particular individual shall be for just cause and shall not be arbitrary. It is agreed that civilian City employees can be utilized in the promotional process without prior approval or consent of the Union.

### **29.6: Captain Rank**

Promotion to the rank of Captain shall be made at the discretion of the Chief of Police with the individual coming from either the Lieutenant or Sergeant rank, provided the person has at least one year of experience in the rank of Lieutenant or Sergeant.

### **29.7: Vacancy**

The city will not conduct a promotional process unless an actual position or vacancy or anticipated position or vacancy has been identified or established.

## **ARTICLE XXX - LATERAL TRANSFERS**

### **30.1: Transfer Request**

In the event of a vacancy or a newly created position, employees in the same rank may request a transfer. The Employer shall make their selection on the basis of their judgment of the qualifications, skills and ability of those bidding. Provided more than one employee is qualified, unit seniority will be considered. In the event the senior employee is not transferred, a statement of why he/she was not chosen shall be given to the senior employee at his/her request. The City will not be unreasonable in its denial of the senior employee being transferred.

### **30.2: Posting of Openings**

In such cases, all vacancies and newly created positions shall be posted in a conspicuous

place in the Police Department at least seven (7) calendar days prior to filling such vacancy or newly created position.

### **30.3: Temporary Upgrade**

A Sergeant may perform the duties of a Lieutenant for a period of ten (10) consecutive days without a pay adjustment.

## **ARTICLE XXXI - RETIREMENT**

No retiree health care will be provided for anyone hired on July 1, 2012 or thereafter.

### **31.1: Multiplier**

#### **Tier I Employees:**

The figure of three percent (3%) shall be used to compute the retirement benefits of the retiree for the first 25 years of service going forward (no retroactive) and 1% for years thereafter for all the years of service for current COAM members through and including June 30, 2012. For employees who were COAM members for the years between July 1, 2012, to June 30, 2014, inclusive will have a multiplier of 2.25%.

Current COAM members as of July 1, 2014, will return to a 3% multiplier for the first 25 years of service and a 1% for years thereafter.

<b>Years</b>	<b>Contributions</b>	<b>% Multiplier</b>
Prior to 7/01/2012	10%	3%
Between 7/01/2012-6/30/2014 inclusive	10%	2.25%
After 6/30/2014	10%	3%

#### **Tier II employees:**

Any new employee hired on July 1, 2012 or thereafter shall have a 2% Multiplier with 25 years of service with the City and shall make a 5% contribution. There will be no annuity withdrawal.

Employees hired on or after July 1, 2009 and prior to June 30, 2012 will have a 2% multiplier with 25 years of service with the City and shall make a 5% contribution. Annuity withdrawal is permitted.

<b>Years</b>	<b>Contributions</b>	<b>% Multiplier</b>
Hired on or after 7/01/2012	5%	2%

The Employer (City) shall pay additional amounts up to a maximum Employer contribution of sixteen and two/tenths (16.2%) percent of FAC wages as required by the actuarial evaluation for such employee. The employees shall pay any remaining contributions required by the actuarial evaluation. Employee contributions shall be made by payroll deductions from each payroll check. Please see Attachments A-1, A-2 and A-3.

### **31.2: Notice of Retirement**

Officers wishing to retire shall provide the City a 90-day notice.

### **31.3: Years of Service**

All employees, regardless of age, of the bargaining unit may retire after completing twenty (20) years of service with the Ypsilanti Police Department.

Any new employee hired on July 1, 2009, or thereafter may retire, regardless of age, after completing twenty-five years (25) of service with the Ypsilanti Police Department. Each employee agrees to a retirement contribution of 5% of gross wages to cover the cost.

### **31.4: Average Final Compensation**

Average Final Compensation shall be determined by using the highest three (3) of the last ten (10) years of service.

The following benefits are subject to Pension deductions and therefore, are computed in the Average Final Compensation.

1. Regular Pay
2. Overtime Pay
3. FLSA Adjustment
4. Administrative Leave Pay (as applicable)
5. Compensatory Leave Pay
6. Vacation Pay
7. Sick Leave Pay
8. Worker's Compensation Pay
9. Police/Fire Holiday Pay

The following have not been, nor will they be, included in the FAC, nor have pension deductions taken from them:

1. Maintenance Allowance
2. Lump Sum Distributions for Sick or Vacation Pay (at time of regular, disability/medical or deferred retirement)
3. Health Care Waiver Reimbursements

### **31.5: Annuity Withdrawal**

The members of the bargaining unit may withdraw their accumulated contributions with interest at retirement and thereby forfeit the portion of their retirement allowances which was financed by their contributions. The interest rate shall be computed on the month the petition for retirement is received for all employees hired prior to July 1, 2012.

To compute the current "market" rate of interest for purposes of computing the forfeited benefit the City shall use the Pension Benefit Guaranty Corporation Actuarial rates calculated monthly. This retirement benefit shall be computed on a no loss, no gain basis to the retirement system and City.

The Annuity Withdrawal option shall be unavailable to all employees hired on or after July 1, 2012. Please see Attachments A-1, A-2 and A-3.

### **31.6: Survivor Benefits**

The service year eligibility period for eligible survivors of non-duty death of a service member is 10 years of service.

A surviving spouse receiving a retirement allowance as provided for under Act 345 can remarry without the loss of the allowance.

### **31.7: IRS Ruling**

The City and the Union agree to complete a no objection agreement where the Retirement Board can obtain an IRS ruling identifying our retirement system as a two plan system provided this is not a cost to the city in implementing and administering the plan.

### **31.8 Health Insurance Coverage at Retirement**

A: Retiree Health Coverage for COAM bargaining unit members employed as of July 1, 2009.

For employees that were hired prior to July 1, 2008, and wish to retire or defer their retirement with ten years of service, but less than 15, shall be eligible for 50% payment of medical, dental and optical coverage for the retiree only (paid by the Retiree Health Care Fund). Employees with 15 years of service, but less than 20, shall be eligible for 100% payment of medical, dental and optical coverage for the retiree only (paid by the Retiree Health Care Fund). Employees with 20 years of service or more shall be eligible for 100% payment of medical, dental and optical coverage for the retiree (paid by the Retiree Health Care Fund) and the City will contribute \$450 per month toward the retiree's spouse/dependent insurance. The Retiree Health Care Fund will contribute an additional \$50 toward spouse/dependent benefits. The reduction in benefits for less than 20 years of service shall not apply to City/Union approved early retirements. Employees shall be eligible for these benefits once they begin to receive their pension. Please see Attachments A-1, A-2 and A-3.

Upon mutual agreement of the Union and the City, either the nature or carrier of health and medical insurance may be changed provided that the new insurance coverage is equal to or greater than the current insurance.

- B: Retiree Health Coverage for COAM bargaining unit members promoted into the COAM on or after July 1, 2009.

Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage. Effective July 1, 2012, only the spouse and dependent at the time of the employee's retirement shall be eligible for the above City contribution.

- C: Employees hired on or after July 1, 2012 shall not be eligible to receive retiree health, dental or vision insurance coverage.

- D: Any employee hired on or after July 1, 2012 shall be subject to the retiree health care provisions that were specifically applicable to him/her in the Patrol Officers bargaining unit at the time of his/her promotion. Any employee hired after July 1, 2012 shall not be enrolled in, or has access to, the retiree health insurance plan summarized in Attachment B.

### **31.9: Retiree Health Care Benefit Level for Employees Hired on or after July 1, 2012.**

Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage.

Employees hired on or after July 1, 2012 will not be eligible to receive retiree health care, dental or vision insurance coverage. However, the city will provide a Health Care Savings Account for new hires and will contribute \$150 per month to their fund. The following is the Vesting Period for employees in the Health Care Savings Account:

- 3 years – 25% of the HCSA can be received by the employee upon separation
- 5 years – 50% of the HCSA can be received by the employee upon separation
- 7 years – 75% of the HCSA can be received by the employee upon separation
- 10 years – 100% of the HCSA can be received by the employee upon separation

No contributions will be required of the employees. Please see Attachments A-1, A-2 and A-3.

### **31.10: Health Care Waiver**

If a retiree is covered under another health insurance policy, and with proper verification and signed waiver, the retiree may receive payment in lieu of health insurance, according

to the following schedule:

Single Coverage	\$2000/year
2 Person Coverage	\$4,000/year
Family Coverage	\$5,000/year

Employees hired after July 1, 2012 will no longer be eligible for the health care waiver after retirement.

Payable in arrears semi-annually in June and December.

Re-enrollment to City coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in City coverage re-enrollment contracts. Upon re-enrollment the payment will be prorated for the actual months prior that the retiree was not enrolled in the City's health coverage.

### **31.11: Former Unit Members**

Members promoted out of the bargaining unit, will remain eligible to retire under the provisions of this Article, and shall retire with the level of benefits as of the most current collective bargaining agreement. This section will apply retroactively to employee's who were previously promoted out of this bargaining unit and are still employed by the City as of July 1, 2012.

## **ARTICLE XXXII - WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE XXXIII - EFFECTIVE DATES/DURATION**

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 p.m. June 30, 2017. If either party desires to modify this contract it shall give written notice within two (2) months of the expiration date of this Agreement and negotiations for a new contract shall commence thirty (30) days after that date.

In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and noneconomic items by June 30, 2017, this Agreement will remain in effect until the issues are resolved by negotiations, mediation, or "Act 312" arbitration.

#### **ARTICLE XXXIV – EMERGENCY MANAGER**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531. This provision shall not have any effect should the Local Government and School District Fiscal Accountability Act, 2011 PA 4 be repealed.

#### **ARTICLE XXXV – CONTRACT DISTRIBUTION**

The City agrees to print and deliver hard copies of the COAM Union Contract to the participants of the negotiating team at the expense of the City. All other copies will be distributed to the COAM members electronically.

#### **ARTICLE XXXVI – C.O.A.M. BENEFITS BY DATE HIRED**

Please see Attachment A-1, A-2 and A-3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF YPSILANTI, MICHIGAN

COMMAND OFFICERS' ASSOCIATION OF MICHIGAN

A MUNICIPAL CORPORATION

By: Paul Schreiber  
Paul Schreiber  
Mayor

Gary Pushee  
Gary Pushee  
Business Agent

Frances McMullan  
Frances McMullan  
City Clerk

Kent Overton  
Kent Overton  
Local President

Ralph A. Lange  
Ralph A. Lange  
City Manager

Date 9-16-2014

APPROVED AS TO FORM:

By: John M. Barr  
John M. Barr, City Attorney

Date 9-16-2014

**EXHIBIT A - 84 HOUR BIWEEKLY/12 HOUR SHIFTS**

ILLUSTRATION OF THE 28 DAY CYCLE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF

**EXHIBIT B****C.O.A.M. WAGE SCHEDULE**

Fiscal Years 2014/15 – 2015/16 – 2016/17

**Effective 07/01/2014– 07/01/2017****ROAD SERGEANT**

STEP/GRADE	PC1-1
ANNUAL:	\$68,090.76
BI-WEEKLY:	\$ 2,618.87
HOURLY:	\$ 32.74

**ROAD LIEUTENANT**

STEP/GRADE	PC2-1
ANNUAL:	\$77,623.47
BI-WEEKLY:	\$ 2,985.60
HOURLY:	\$ 37.32

**ADMINISTRATIVE/DETECTIVE LIEUTENANT**

STEP/GRADE	PC2-1
ANNUAL:	\$81,937.50
BI-WEEKLY	\$ 3,151.20
HOURLY:	\$ 39.39

## ATTACHMENT A-1

<b>C.O.A.M. BENEFITS for POLICE OFFICERS HIRED ON OR AFTER JULY 1, 2012 (UPDATED 7/18/2014)</b>	
Bereavement – 36 hours or 3 days off for Immediate Family 24 hours or 2 days for aunt, uncle, or member of employee's household not covered by the definition of immediate family.	
Holidays – Paid Holidays (See Article 14 in COAM Union Contract)	
Sick Days – 72 hours or 6 days per year	
Personal Days – 72 hours or 6 days per year	
Vacation Days – After 6 months = 80 hours After 5 years = 120 hours After 15 years = 144 hours After 20 years = 160 hours	
Vacation Cashout – No Change from Current Contract	
Employee Contribution to Fire & Police Pension (345) –5%	
Annuity Withdrawal: Provision eliminated in its entirety for all employees hired on or after July 1, 2012.	
Pension Plan – 2.0% multiplier *	
Age at Retirement –25 years of service at any age	
Upon retirement, the employee receives a percentage of his/her accumulated sick time at the employees prevailing wage. Please see attached scale (Article XVI, Section 16.1)	
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152. The cost of this coverage will increase as follows once employee's base wages reach \$55,000:  Pay 25% of the premium for 2 person coverage Pay 30% of the premium for Family coverage Said additional payments shall not be factored into the calculations required by PA 152.  There will be a deductible of \$250 for single and \$500 for 2 person & family.  Prescription Drug: \$10/\$40 co-pay	
Health Care Waiver – Single	\$2000
2 Person	\$4000
Family	\$5000
Dental – 100/80/80 % plan with a \$1,500 maximum per person	
No Vision	
Retirees have Health Care Savings Plan– City contributes \$150/month. Retirees will not be eligible for retiree health insurance or the waiver. Please see attached Vesting Schedule.	
Life Insurance: \$70,000	
Flexible Spending Account (Employee Contribution only; no contribution by the City)	

Maintenance Allowance: Each officer shall receive from the City an annual maintenance allowance in the total amount of \$1,120, which will be payable semi-annually on the employees' first paycheck after July 1, and January 1, in advance of the officers' expenditure. This maintenance allowance will remain \$1,120, from 7/01/2014 through 6/30/2017.

\*New employees hired on or after July 1, 2012 shall have a 2% multiplier for all years of service with the City and shall contribute a minimum of five percent (5%) of their wages towards the pension fund. The Employer (City) shall pay additional amounts up to a maximum Employer contribution of sixteen and two-tenths (16.2%) percent of FAC wages as required by the actuarial evaluation for such employee. The employees shall pay any remaining contributions required by the actuarial evaluation. Employee contributions shall be made by payroll deductions from each payroll check.

**\*\*Please note that these pages may not include all the benefits or conditions that these employees are subject to or entitled to. Please refer to the most current COAM Contract.**

#### 22.4 Retiree Health Care

Employees hired on or after July 1, 2012, shall not receive any City funded retiree health care benefits. In lieu of such benefits, such employees shall participate in the City's retiree health care savings program (currently with MERS of Michigan) into which the City shall deposit \$150 per month as set forth in the plan document **with the vesting period as follows.**

**The vesting period:**

- 3 years - 25% of the HCSA can be received by the employee upon separation
- 5 years - 50% of the HCSA can be received by the employee upon separation
- 7 years - 75% of the HCSA can be received by the employee upon separation
- 10 years -100% of the HCSA can be received by the employee upon separation

No contributions will be required of the employees.

## ARTICLE XIV - HOLIDAYS

### **14.1: Recognized Holidays**

Employees shall be granted eleven holidays. The recognized holidays are:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Martin Luther King Jr.'s Birthday	

### **14.2: Holiday Pay**

In the event an employee is regularly scheduled to work on the holiday, the employee shall be paid straight time for actual time worked.

Effective July 1, 2012, all employees working a 12 hour schedule shall be paid according to the schedule

below on the first pay day of November of each calendar year:

**Pay Step/Grade    Annual Holiday Pay**

PC1-1	\$4,000
PC2-1	\$4,500

Employees on an eight (8) hour per day schedule in lieu of holiday pay shall receive the holiday off with pay. If the individual desires the cash payment as detailed above, then an accrual must be used.

Holiday pay will be prorated for employees beginning or leaving employment of the City based upon actual holidays occurring after the employee’s date of hire or prior to the employee’s last day of work. Holiday pay will also be prorated for promoted employees based on the pay step the employee is at during the actual holidays (e.g., an employee working 5 holidays at pay/step PC1-1 rate and 6 holidays at the pay/step PC2-1 rate will receive 5 holidays paid at the pay/step PC1-1 rate and 6 holidays paid at the pay/step *PC2-1 rate*).

**14.3: Holiday Work Schedule**

In the event a recognized holiday falls on a regularly scheduled workday for a field services patrol sergeant, the field services patrol sergeant shall work the recognized holiday. A field services patrol sergeant that is on a shift bid vacation and a recognized holiday falls upon their regularly scheduled work day within that vacation time off, the sergeant must work the holiday as scheduled. In the event the road patrol sergeant can find a volunteer to work the holiday, the regularly scheduled field services sergeant will be excused.

**ARTICLE XVI - SICK LEAVE**

**16.1: Accumulation of Sick Leave Credits**

Each employee of the Police Department shall accrue six (6) hours of sick leave credit for each month of service, not exceeding an aggregate of seventy two (72) hours per calendar year.

An employee's accumulated unused sick leave credits at the end of the year shall be carried forward. Upon retirement or death, accumulated sick time shall be paid to the employee or his/her estate according to the schedule below of his/her accumulated hours at his/her then current hourly rate.

<b>Hours</b>	<b>Payout Rate</b>
1-500	20%
501-1000	30%
1001-1500	40%
1501+	50%

## ATTACHMENT A-2

<b>C.O.A.M. BENEFITS for POLICE OFFICERS HIRED ON OR AFTER JULY 1, 2009 BUT PRIOR TO July 1, 2012 (UPDATED 7/18/2014)</b>	
Bereavement – 36 hours or 3 days off for Immediate Family 24 hours or 2 days for aunt, uncle, or member of employee's household not covered by the definition of immediate family.	
Holidays – Paid Holidays (See Article 14 in COAM Union Contract)	
Sick Days – 144 hours or 12 days per year	
Personal Days - 72 hours or 6 days per year	
Vacation Days – Completion of one to four years of service	120 hours
Completion of five to nine years of service	168 hours
Completion of ten years and over	180 hours
Vacation Cashout – No Change from Current Contract	
Employee Contribution to Fire & Police Pension (345) –5%	
Annuity Withdrawal: Permitted	
Pension Plan – 2% multiplier	
Age at Retirement –25 years of service at any age	
Upon retirement, the employee receives a percentage of his/her accumulated sick time at the employees prevailing wage. Please see attached scale (Article XVI, Section 16.1)	
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011.	
There will be a deductible of \$250 for single and \$500 for 2 person & family.	
Prescription Drug: \$10/\$40 co-pay	
Health Care Waiver – Single	\$2000
2 Person	\$4000
Family	\$5000
Dental – 100/80/80 % plan with a \$1,500 maximum per person	
No Vision	
Retirees have a defined benefit health care plan (see Article XIX Section 19.1 of COAM Contract).	
Life Insurance: \$70,000	
Flexible Spending Account (Employee Contribution only; no contribution by the City)	
Maintenance Allowance: Each officer shall receive from the City an annual maintenance allowance in the total amount of \$1,120, which will be payable semi-annually on the employees' first paycheck after July 1, and January 1, in advance of the officers' expenditure. This maintenance allowance will remain \$1,120, from 7/01/2014 through 6/30/2017.	

**\*\*Please note that these pages may not include all the benefits or conditions that these employees are subject to or entitled to. Please refer to the most current COAM Contract.**

## ARTICLE XIV - HOLIDAYS

### **14.1: Recognized Holidays**

Employees shall be granted eleven holidays. The recognized holidays are:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Martin Luther King Jr.'s Birthday	

### **14.2: Holiday Pay**

In the event an employee is regularly scheduled to work on the holiday, the employee shall be paid straight time for actual time worked.

Effective July 1, 2012, all employees working a 12 hour schedule shall be paid according to the schedule below on the first pay day of November of each calendar year:

#### **Pay Step/Grade    Annual Holiday Pay**

PC1-1	\$4,000
PC2-1	\$4,500

Employees on an eight (8) hour per day schedule in lieu of holiday pay shall receive the holiday off with pay. If the individual desires the cash payment as detailed above, then an accrual must be used.

Holiday pay will be prorated for employees beginning or leaving employment of the City based upon actual holidays occurring after the employee's date of hire or prior to the employee's last day of work. Holiday pay will also be prorated for promoted employees based on the pay step the employee is at during the actual holidays (e.g., an employee working 5 holidays at pay/step PC1-1 rate and 6 holidays at the pay/step PC2-1 rate will receive 5 holidays paid at the pay/step PC1-1 rate and 6 holidays paid at the pay/step *PC2-1 rate*).

### **14.3: Holiday Work Schedule**

In the event a recognized holiday falls on a regularly scheduled workday for a field services patrol sergeant, the field services patrol sergeant shall work the recognized holiday. A field services patrol sergeant that is on a shift bid vacation and a recognized holiday falls upon their regularly scheduled work day within that vacation time off, the sergeant must work the holiday as scheduled. In the event the road patrol sergeant can find a volunteer to work the holiday, the regularly scheduled field services sergeant will be excused.

## ARTICLE XVI - SICK LEAVE

### **16.1: Accumulation of Sick Leave Credits**

Each employee of the Police Department shall accrue twelve (12) hours of sick leave credit for each month of service, not exceeding an aggregate of one hundred forty-four (144) hours per calendar year.

An employee's accumulated unused sick leave credits at the end of the year shall be carried forward. Upon retirement or death, accumulated sick time shall be paid to the employee or his/her estate according to the schedule below of his/her accumulated hours at his/her then current hourly rate.

<b>Hours</b>	<b>Payout Rate</b>
1-500	20%
501-1000	30%
1001-1500	40%
1501+	50%

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## **ARTICLE XIX - HOSPITALIZATION MEDICAL COVERAGE**

### **19.1: Health Care Coverage**

The City agrees, subject to the paragraph concerning PA 152 of 2011 below, to pay the remaining portion of the employees and their dependents health care insurance not covered by the employees' contribution. However, subject to the paragraph concerning PA 152 of 2011 below, the City shall continue to pay the cost of the employees' and their dependents prescription drug coverage, optical and dental insurance. Members will have health insurance through Blue Cross Blue Shield of Michigan Community Blue PPO Plan through and including December 31, 2012, which is incorporated into and made a part of this contract (see Appendix B for plan coverage). Effective January 1, 2013, members will have health insurance through Blue Cross Blue Shield of Michigan Simply Blue<sup>SM</sup> PPO HRA – Plan 4000 Medical Coverage, which is incorporated into and made a part of this contract (see Appendix D for plan coverage). The City shall maintain member health insurance through Blue Cross Blue Shield of Michigan equal to, or greater than, the applicable attached plan. Upon mutual agreement of the Union and the City, the nature of health and medical insurance or the insurance carrier may be changed.

Employees hired on or after July 1, 2009, will no longer be provided with eye care coverage.

## ATTACHMENT A-3

<b>C.O.A.M. BENEFITS for POLICE OFFICERS HIRED BEFORE JULY 1, 2009 (UPDATED 7/18/2014)</b>	
Bereavement – 36 hours or 3 days off for Immediate Family 24 hours or 2 days for aunt, uncle, or member of employee’s household not covered by the definition of immediate family.	
Holidays – Paid Holidays (See Article 14 in COAM Union Contract)	
Sick Days – 144 hours or 12 days per year	
Personal Days - 72 hours or 6 days per year	
Vacation Days – Completion of one to four years of service	120 hours
Completion of five to nine years of service	168 hours
Completion of ten years and over	180 hours
Vacation Cashout – No Change from Current Contract	
Employee Contribution to Fire & Police Pension (345) –10%	
Annuity Withdrawal: Permitted	
Pension Plan – 3% multiplier	
Age at Retirement –20 years of service at any age	
Upon retirement, the employee receives a percentage of his/her accumulated sick time at the employees prevailing wage. Please see attached scale (Article XVI, Section 16.1)	
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011.	
There will be a deductible of \$250 for single and \$500 for 2 person & family.	
Prescription Drug: \$10/\$30 co-pay	
Health Care Waiver – Single	\$2000
2 Person	\$4000
Family	\$5000
Dental – 100/80/80 % plan with a \$1,500 maximum per person	
Vision Coverage (See Article XIX Section 19.1 of the COAM Union Contract)	
Retirees have a defined benefit health care plan (see Article XIX Section 19.1 of COAM Union Contract).	
Life Insurance: \$70,000	
Flexible Spending Account (Employee Contribution only; no contribution by the City)	
Maintenance Allowance: Each officer shall receive from the City an annual maintenance allowance in the total amount of \$1,120, which will be payable semi-annually on the employees’ first paycheck after July 1, and January 1, in advance of the officers’ expenditure. This maintenance allowance will remain \$1,120, from 7/01/2014 through 6/30/2017.	

**\*\*Please note that these pages may not include all the benefits or conditions that these employees are subject to or entitled to. Please refer to the most current COAM Contract.**

**ARTICLE XIV - HOLIDAYS**

**14.1: Recognized Holidays**

Employees shall be granted eleven holidays. The recognized holidays are:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Martin Luther King Jr.'s Birthday	

**14.2: Holiday Pay**

In the event an employee is regularly scheduled to work on the holiday, the employee shall be paid straight time for actual time worked.

Effective July 1, 2012, all employees working a 12 hour schedule shall be paid according to the schedule below on the first pay day of November of each calendar year:

**Pay Step/Grade Annual Holiday Pay**

PC1-1	\$4,000
PC2-1	\$4,500

Employees on an eight (8) hour per day schedule in lieu of holiday pay shall receive the holiday off with pay. If the individual desires the cash payment as detailed above, then an accrual must be used.

Holiday pay will be prorated for employees beginning or leaving employment of the City based upon actual holidays occurring after the employee's date of hire or prior to the employee's last day of work. Holiday pay will also be prorated for promoted employees based on the pay step the employee is at during the actual holidays (e.g., an employee working 5 holidays at pay/step PC1-1 rate and 6 holidays at the pay/step PC2-1 rate will receive 5 holidays paid at the pay/step PC1-1 rate and 6 holidays paid at the pay/step *PC2-1 rate*).

**14.3: Holiday Work Schedule**

In the event a recognized holiday falls on a regularly scheduled workday for a field services patrol sergeant, the field services patrol sergeant shall work the recognized holiday. A field services patrol sergeant that is on a shift bid vacation and a recognized holiday falls upon their regularly scheduled work day within that vacation time off, the sergeant must work the holiday as scheduled. In the event the road patrol sergeant can find a volunteer to work the holiday, the regularly scheduled field services sergeant will be excused.

**ARTICLE XVI - SICK LEAVE**

**16.1: Accumulation of Sick Leave Credits**

Each employee of the Police Department shall accrue twelve (12) hours of sick leave credit for each month of service, not exceeding an aggregate of one hundred forty four (144) hours per calendar year.

An employee's accumulated unused sick leave credits at the end of the year shall be carried forward. Upon retirement or death, accumulated sick time shall be paid to the employee or his/her estate according to the schedule below of his/her accumulated hours at his/her then current hourly rate.

<b>Hours</b>	<b>Payout Rate</b>
1-500	20%
501-1000	30%
1001-1500	40%
1501-2000	50%
2001-2500	60% * Applies to Gress, Overton, Szymankiewicz and Yuchasz only
2501 +	70% Applies to Eberts only

## **ARTICLE XIX - HOSPITALIZATION MEDICAL COVERAGE**

### **19.1: Health Care Coverage**

#### **Health Insurance:**

Employees will continue to have our current BCBS Community Blue PPO Health Care. Employee contributions towards their health plan premium, prescription premium, wrap plan cost, and administrative costs shall be governed by PA 152 of 2011.

The City agrees, subject to the paragraph concerning PA 152 of 2011 below, to pay the remaining portion of the employees and their dependents health care insurance not covered by the employees' contribution. However, subject to the paragraph concerning PA 152 of 2011 below, the City shall continue to pay the cost of the employees' and their dependents prescription drug coverage, optical and dental insurance. Members will have health insurance through Blue Cross Blue Shield of Michigan Community Blue PPO Plan through and including December 31, 2012, which is incorporated into and made a part of this contract (see Attachment B for plan coverage). Upon mutual agreement of the Union and the City, the nature of health and medical insurance or the insurance carrier may be changed.

Employees hired prior to July 1, 2009 will maintain their eye care coverage.

# Attachment B – Blue Cross



A nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

Group Number : 0001-035TR

Coverage Period: Beginning on or after 01/01/2014  
 Coverage for: Individual / Family | Plan Type: PPO

## Summary of Benefits and Coverage: What this Plan Covers & What it Costs



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.bcbsm.com](http://www.bcbsm.com) or by calling the number on the back of your BCBSM ID card.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall deductible?	\$4,000 Individual / \$8,000 Family	\$5,000 Individual / \$10,000 Family	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible.
Are there other deductibles for specific services?	No.	No.	You don't have to meet deductibles for specific services, but see the Common Medical Event chart starting on page 2 for other costs for services this plan covers.
Is there an out-of-pocket limit on my expenses?	\$6,350 Individual / \$12,700 Family	\$10,000 Individual / \$20,000 Family	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, any pharmacy penalty and health care this plan doesn't cover.		Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Is there an overall annual limit on what the plan pays?	No.		The Common Medical Events chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of in-network providers, see <a href="http://www.bcbsm.com">www.bcbsm.com</a> or call the number on the back of your BCBSM ID card.		If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the Common Medical Events Chart starting on page 2 for how this plan pays different kinds of providers.
Do I need a referral to see a specialist?	No.		You can see the specialist you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.		Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.

Group Number 007006087-0001

**Questions:** Call the number on the back of your BCBSM ID card or visit us at [www.bcbsm.com](http://www.bcbsm.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or call the number on the back of your BCBSM ID card to request a copy.

- **Co-payments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **co-insurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **co-payments** and **co-insurance** amounts.

Common Medical Event	Your cost if you use a		Limitations & Exceptions
	In-Network Provider	Out-of-Network Provider	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 co-pay	---none---
	Specialist visit	\$30 co-pay	---none---
	Other practitioner office visit	No charge for Chiropractor and osteopathic manipulative therapy	Limited to a combined maximum of 24 visits per member per calendar year for chiropractic and osteopathic manipulative therapy
If you have a test	Preventive care/screening/immunization	No Charge	---none---
	Diagnostic test (x-ray, blood work)	20% co-insurance after deductible	---none---
If you need drugs to treat your illness or condition	Imaging (CT/PET scans, MRIs)	20% co-insurance after deductible	---none---
	Generic or prescribed over-the-counter drugs	Not covered	For information on women's contraceptive coverage, contact your plan administrator.
	Formulary (preferred) brand-name drugs	Not covered	---none---
For more information about prescription drug coverage (if applicable), contact your plan administrator.	Nonformulary (nonpreferred) brand-name drugs	Not covered	---none---

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions
		In-Network Provider	Out-of-Network Provider	
If you have outpatient surgery	Facility fee (e.g. ambulatory surgery center)	20% co-insurance after deductible	20% co-insurance after deductible	---none---
	Physician/surgeon fees	20% co-insurance after deductible	40% co-insurance after deductible	---none---
If you need immediate medical attention	Emergency room services	\$50 co-pay	\$50 co-pay	Co-pay waived if admitted or for an accidental injury.
	Emergency medical transportation	20% co-insurance after deductible	20% co-insurance after deductible	---none---
	Urgent care	\$30 co-pay	40% co-insurance after deductible	---none---
		20% co-insurance after deductible	40% co-insurance after deductible	---none---
If you have a hospital stay	Facility fee (e.g. hospital room)	20% co-insurance after deductible	40% co-insurance after deductible	---none---
	Physician/surgeon fee	20% co-insurance after deductible	40% co-insurance after deductible	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% co-insurance after deductible	40% co-insurance after deductible	Your cost share may be different for services performed in an office setting
	Mental/Behavioral health inpatient services	20% co-insurance after deductible	40% co-insurance after deductible	---none---
	Substance use disorder outpatient services	20% co-insurance after deductible	40% co-insurance after deductible	---none---
	Substance use disorder inpatient services	20% co-insurance after deductible	40% co-insurance after deductible	---none---
If you are pregnant	Prenatal and postnatal care	No Charge	40% co-insurance after deductible	---none---
	Delivery and all inpatient services	20% co-insurance after deductible	40% co-insurance after deductible	---none---
If you need help recovering or have other special health needs	Home health care	20% co-insurance after deductible	20% co-insurance after deductible	---none---
	Rehabilitation services	20% co-insurance after deductible	40% co-insurance after deductible	Physical, Occupational, Speech therapy is limited to a combined maximum of 60 visits per member, per calendar year.

Common Medical Event	Services You May Need	Your cost if you use a		Limitations & Exceptions	
		In-Network Provider	Out-of-Network Provider		
If your child needs dental or eye care	Habilitation services	20% co-insurance after deductible for Applied Behavioral Analysis; 20% co-insurance after deductible for Physical, Speech and Occupational Therapy	20% co-insurance after deductible for Applied Behavioral Analysis; 40% co-insurance after deductible for Physical, Speech and Occupational Therapy	Treatment of Applied Behavioral Analysis (ABA) for Autism limited to 25 hours of direct line therapy per week per member through age 18. Physical, Occupational, and Speech Therapy limits are combined with Rehabilitation services limits. ABA services not available outside of Michigan.	
	Skilled nursing care	20% co-insurance after deductible	20% co-insurance after deductible	Limited to a maximum of 120 days per member per calendar year.	
	Durable medical equipment	20% co-insurance after deductible	20% co-insurance after deductible	---none---	
	Hospice service	No Charge	No Charge	---none---	
	Eye exam	Not Covered	Not Covered	---none---	
	Glasses	Not Covered	Not Covered	---none---	
	Dental check-up	Not Covered	Not Covered	---none---	

### Excluded Services & Other Covered Services:

<p><b>Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)</b></p> <ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Cosmetic surgery</li> <li>• Dental care (Adult)</li> <li>• Hearing aids</li> <li>• Infertility treatment</li> <li>• Long-term care</li> <li>• Routine eye care (Adult)</li> <li>• Routine foot care</li> <li>• Weight loss programs</li> </ul>
<p><b>Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</b></p> <ul style="list-style-type: none"> <li>• Bariatric surgery</li> <li>• Chiropractic care</li> <li>• Coverage provided outside the United States. See <a href="http://provider.bcbs.com">http://provider.bcbs.com</a></li> <li>• If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, co-payments, or co-insurance, or benefits not otherwise covered.</li> <li>• Non-Emergency care when traveling outside the U.S.</li> <li>• Private-duty nursing</li> </ul>

### Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan by calling the number on the back of your BCBSM ID card. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact Blue Cross and Blue Shield of Michigan by calling the number on the back of your BCBSM ID card. Or, you can contact Michigan Office of Financial and Insurance Regulation at [www.michigan.gov/ofir](http://www.michigan.gov/ofir) or 1-877-999-6442. For group health coverage subject to ERISA, you may also contact Employee Benefits Security Administration at 1-866-444-EBSA (3272).

### **Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

### **Does this Coverage Meet the Minimum Value Standard?**

In order for certain types of health coverage (for example, individually purchased insurance or job-based coverage) to qualify as minimum essential coverage, the plan must pay, on average, at least 60 percent of allowed charges for covered services. This is called the “minimum value standard.” This health coverage does meet the minimum value standard for the benefits it provides. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier. In these situations you will need to contact your plan administrator for information on whether your plan meets the minimum value standard for the benefits it provides.)

### **Language Access Services**

For assistance in a language below, please call

**SPANISH (Español):** Para ayuda en español, llame al número de servicio al cliente [customer service] que se encuentra en este aviso ó en el reverso de su tarjeta de identificación.

**TAGALOG (Tagalog):** Para sa tulong sa wikang Tagalog, mangyaring tumawag sa numero ng serbisyo sa mamimili [customer service] na nakalagay sa likod ng iyong pagkakakilanlan kard o sa paunawang ito.

**CHINESE (中文):** 要获取中文帮助, 请致电您的身份证背面或本通知提供的客户服务 [customer service] 号码。

**NAVAJO (Dine):** Taa'dineji'keego shi'k'aa'ahdool'wool nimizin'goo [customer service], beesh behane'e naal'tsoos bikii sin'dahüigi biniit'ceehgo eeh'doodago di'naaltsoo bikaigiti bichi'hoodilini.

\_\_\_\_\_ To see examples of how this plan might cover costs for a sample medical situation, see the next page.

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much insurance protection a sample patient might get if they are covered under different plans.



### This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Please note: Coverage Examples are calculated based on individual coverage.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$2,720
- You pay \$4,820

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$4,000
Co-pays	\$0
Co-insurance	\$650
Limits or exclusions	\$170
<b>Total</b>	<b>\$4,820</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$0
- You pay \$5,350

**Sample care costs:**

Prescriptions	\$2,900
Medical Equipment & Supplies	\$1,300
Office Visits & Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$2,420
Co-pays	\$0
Co-insurance	\$0
Limits or exclusions	\$2,930
<b>Total</b>	<b>\$3,350</b>

## Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call the number on the back of your BCBSM ID card or visit us at [www.bcbsm.com](http://www.bcbsm.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or call the number on the back of your BCBSM ID card to request a copy.

## ATTACHMENT C

## ARTICLE ONE

## PLAN SCHEDULE

City of Ypsilanti  
 PLAN EFFECTIVE: April 1, 2004  
 PLAN NUMBER: K1900177

Eligible Classes: Each active, full-time, non-union employee

Present Service Requirement: None

Future Service Requirement: None

Entry Date: First of the month occurring on or after completion of the service requirement

EMPLOYEE AND DEPENDENT DENTAL COVERAGE INFORMATION

(Dependent coverage applies only if elected)

Participant's effective date on file with Plan Administrator

## SCHEDULE

**\*Deductible Amount:**

	<u>Preferred Provider Option</u> (In-Network)	<u>Non-Preferred Provider Option</u> (Out-of-Network)
Individual Deductible:	\$0	\$0
Individual Deductible for Class IV Orthodontic Services:	\$0	\$0
Maximum Family Deductible: (does not apply to Class IV orthodontic Services)	3 persons individually	3 persons individually

\*(In and Out-of-Network are common deductibles)

**Benefit Percentages:**

	<u>Preferred Provider Option</u> (In-Network)	<u>Non-Preferred Provider Option</u> (Out-of-Network)
Class I - Preventive Services:	100%	100%
Class II - Basic Services:	80%	80%
Class III - Major Services:	80%	80%
Class IV - Orthodontic Services:	50%	50%

**Benefit Maximums:**

	<u>Preferred Provider Option</u> (In-Network)	<u>Non-Preferred Provider Option</u> (Out-of-Network)
Benefit Year Maximum:	\$1500	\$1500
Benefit Maximums While Covered Under The Plan:		
Temporomandibular Joint Treatment:	\$1,000	\$1,000
Class IV Orthodontic Services:	\$600	\$600

Covered denial expenses are based on current dental terminology and are updated periodically. The most current dental terminology may not be reflected in the list of covered dental expenses. However, benefits will be payable based on the most current dental terminology.

## ATTACHMENT D

### CITY OF YPSILANTI – Plan E

#### PAID IN FULL EXAM & LENSES WITH EXTRAS 12 MONTH BENEFIT FREQUENCY\*

This plan provides for payment in full for the exam. The lens allowance is in full for covered services and/or materials up to the Reasonable and Customary (R&C) scheduled payment. The MECA participating providers accept Reasonable and Customary fee as payment in full. Patients may go to either a network optometrist (O.D.) or a network ophthalmologist (M.D.) and a basic examination will be covered in full. A fixed maximum benefit allowance is established for contact lenses and frames. Patients have total freedom of choice for their doctors or opticians; they may see any doctor throughout the country and receive the out-of-network reimbursement. Since MECA network doctors have agreed to accept benefit assignment and wait for payment from us for all covered items, if one choose to see a network doctor, the covered individual is only responsible for the balance on frames, contacts, any co-payment and non-covered items they choose and, therefore, should have less out of pocket expense.

<u>BENEFIT COVERAGE</u>	<u>PLAN PAYS</u>	<u>OUT OF NETWORK PAYMENT</u>
<b><u>EXAMINATION</u></b>		
MD	Reasonable & Customary	\$ 72
OD	Reasonable & Customary	\$ 50
<b><u>LENSES (Pair)</u></b>		
Single Vision	Reasonable & Customary	\$ 60
Bifocals	Reasonable & Customary	\$ 85
Trifocals	Reasonable & Customary	\$ 105
Progressive	Pay same as trifocal	\$ 105
<b><u>EXTRA</u></b>		
Polycarbonate	\$ 40	\$ 40
<u>FRAME</u>	\$ 100	\$ 100
<b><u>CONTACT LENSES</u></b>		
<u>Cosmetic</u>	\$ 200	\$ 200
Med. Necessary (In lieu of <b>FRAME AND LENS</b> )	\$ 400	\$ 400

The rates illustrated include MECA's administrative service fee.

## **Appendix A – Drop Program**

### **CITY OF YPSILANTI FIRE AND POLICE RETIREMENT SYSTEM DEFERRED RETIREMENT OPTION PLAN: DROP**

#### **A. OVERVIEW**

Effective July 1, 2009, any employee who is a member of the Union ("Union") and a member of the City of Ypsilanti Fire and Police Retirement System ("Retirement System") may at any time voluntarily elect to participate in the City of Ypsilanti Fire and Police Retirement System Deferred Retirement Option Plan ("DROP") after attaining 20 years of service credit regardless of age. Employees hired on or after July 1, 2009 shall be eligible for the Drop Program upon completion of 25 years of service. Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of his or her monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the DROP Date. During DROP participation, the Participant continues with full employment status and receives all future promotions and benefit/wage increases, and is considered an employee of the City, not a retiree. The Participant's DROP Benefit shall be credited monthly to the Participant's DROP Account which shall be established within the Defined Benefit Plan of the City of Ypsilanti Fire and Police Retirement System. The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the Retirement System ("Retirement Board"). Upon termination of employment, the retiree shall begin to receive payment or payments from his or her individual DROP Account as described herein. The DROP payment or payments are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

#### **B. ELIGIBILITY**

Effective July 1, 2009, any employee who is a member of the Union and a member of the Retirement System may at any time voluntarily elect to participate in the DROP after attaining 20 years of service credit regardless of age. Employees hired on or after July 1, 2009 shall be eligible of the Drop Program upon completion of 25 years of service. The member's election to participate in the DROP shall not operate to change or in anyway modify the Retirement System's minimum requirement for a normal service retirement.

**C. PARTICIPATION PERIOD**

The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation. A DROP Participant must cease employment with the City of Ypsilanti within five (5) years from their DROP Date. The election to participate in the DROP is voluntary; however, an employee's application and election to participate in the DROP shall constitute an irrevocable election to terminate employment and retire no later than five (5) years after his or her effective DROP date.

Upon termination of employment, the retiree shall commence receipt of the monthly retirement benefit previously credited to their DROP Account, unless an Optional form of benefit is elected pursuant to Subsection E. Failure to terminate employment at the expiration of the DROP Participation Period shall result in the forfeiture of the Participant's monthly pension benefit otherwise payable to his or her DROP Account until termination of employment. The foregoing statement shall not be interpreted as allowing the DROP Participant the option of continuing employment after the expiration of his or her DROP period. Interest on the DROP Account however, will continue to accrue during such a forfeiture period, pursuant to Subsection G.

**D. ELECTION TO PARTICIPATE**

Once commenced, DROP Participation is IRREVOCABLE (except as specifically provided in Subsection M herein). An employee who wishes to participate in the DROP, shall complete and sign such application form or forms as shall be required by the Retirement Board no less than 30 days, but no more than 90 days prior to their intended DROP Date. The Retirement Board shall review the application within a reasonable time period and make a determination as to the employee's eligibility for participation in the DROP. On the employee's effective DROP Date, he or she shall become a DROP Participant, and shall cease to accrue additional retirement benefits otherwise credited to active members of the Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection L). A Participant's DROP Date only applies to the employee's retirement benefit provisions as provided herein and not to any other contractual benefits or retiree medical benefits in effect or accruing after a

Participant's DROP Date.

Except with regard to the retirement benefits expressly provided herein, DROP Participants will continue with full employment status with all rights and privileges afforded to employees in this Union, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

**E. DROP BENEFIT**

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if the employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection F and/or actuarial reductions as a result of the employee electing an Optional form of benefit under the Plan, if applicable).

The calculation of the employee's "Average Final Compensation" ("AFC") shall be based upon the contract provisions in effect on the employee's DROP Date and to the extent applicable, shall include all monies which, if the employee had terminated employment on their DROP Date, would have otherwise been included in calculating the Employee's AFC. It is expressly understood that the actual amount of "separation buyout monies" included in AFC may be different in amount than the "separation buyout monies," if any, paid to the DROP Participant at actual termination of employment.

The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may prior to his or her DROP date elect to receive his or her benefit in the form of the Retirement System's Option I or Option II benefit and nominate a named beneficiary in accordance with the Retirement System provisions. A Participant's DROP Benefit that is credited monthly in to the Participant's DROP Account shall not change during the Participant's DROP Participation. The term "spouse" for purposes of survivorship benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of employment and the retiree's date of death in the event such death occurs after termination of employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

**F. ANNUITY WITHDRAWAL**

An employee who elects to participate in the DROP (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Retirement System) may elect the Annuity Withdrawal Option provided by the Retirement System at the time of electing DROP participation.

Such election shall be made commensurate with the Participant's DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as his or her monthly retirement benefit from the Retirement System after termination of employment. DROP Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

The annuity withdrawal amount (accumulated contributions) shall be withdrawn from the Retirement System either at the time of DROP election, or at termination of employment, at the election of the DROP Participant. All withdrawal provisions and options under the Retirement System which are available to members shall be available to the DROP Participant at such time as he or she elects withdrawal of his or her accumulated contributions.

At the time of the Annuity Withdrawal election, if an employee is electing a straight life form of benefit with no qualifying spouse, the annuity withdrawal reduction computation is based in part upon the actuarial life expectancy of the employee (rather than the life expectancies of both the Employee and a qualified spouse). There shall be no adjustment to the benefits payable to the DROP Participant upon the Participant's subsequent marriage. In the event such spouse (i.e. qualified after calculation of the annuity withdrawal election) subsequently qualifies for benefits payable by the Plan, said benefits shall not be adjusted based upon the Employee's annuity withdrawal election

**G. DROP ACCOUNTS**

For each individual DROP Participant, a DROP Account shall be created in which shall be accumulated at DROP Interest the Participant's DROP Benefits. All DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Retirement Board in the same manner as all Retirement System assets. DROP Interest for each DROP Participant shall be at a fixed rate of 4.0% per annum with

interest credited on the first day of each month on the prior month's principal and interest balance. By way of example, the following illustration is provided: The DROP Interest rate is 4.0% per annum compounded monthly (e.g. .3333% monthly). An individual's DROP Account balance on June 1, 2007 is \$12,500 (including principal and interest). On July 1, 2007, the individual's DROP Account will be credited with \$41.66 in interest.

The Retirement Board shall provide each DROP Participant with an annual statement of his or her account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting records of the Retirement System and not to the actual segregation of moneys in the funds of the Retirement System.

#### **H. CONTRIBUTIONS**

Employees who choose to participate in the DROP Plan shall no longer make contributions to the retirement system.

#### **I. DISTRIBUTION OF DROP FUNDS**

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination, of the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the Participant or recipient;
- 2) A partial lump sum distribution to the Participant or recipient;
- 3) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures;
- 4) An annuity payable for the life of the Participant or recipient;
- 5) An optional form of annuity as established by Public Act 345 of 1937, as amended; or
- 6) No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law;

Lump sum or partial lump sum distributions which would exceed Internal Revenue Code Section 415 limits will not be authorized. A former Participant may change his or her distribution method as may be applicable no more than once per year prior to June 30<sup>th</sup> of each year in accordance with such procedures and time guidelines as adopted by the Retirement Board. A former

Participant may elect a total lump sum distribution for any remaining balance in his or her DROP Account at any time after termination of employment which will be paid within 90 days after receiving the former Participant's request. All benefit payments under the DROP shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1<sup>st</sup> following the later of:

- 1) The calendar year in which the Participant attains age 70 ½, or
- 2) The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 (or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)), then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the former Participant.

Any and all distributions from the Participant's DROP Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

**J. DEATH DURING DROP PARTICIPATION**

Except as otherwise provided in Subsection L, if a DROP Participant dies either before full retirement (i.e., before termination of service), or during full retirement (i.e., after termination of service), but before the DROP account balance has been fully paid out, the Participant's designated beneficiary or beneficiaries shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the DROP account balance shall be payable to the Participant's beneficiary of benefits from the Retirement System. If there is no such beneficiary, the DROP account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Retirement System shall be determined as if the DROP Participant had separated from service on the day prior to his or her date of death.

**K. DISABILITY DURING DROP PARTICIPATION**

Except as otherwise provided in Subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a police officer in accordance with the provisions of the Retirement System, the Participant's

participation in the DROP shall cease and the member shall receive such benefits as if the Participant had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Retirement System, except as specifically provided in Subsection L.

**L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH**

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the employee's employment with the City, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the employee from the Participant's DROP account or payment of disability or retirement benefits to the employee from the Retirement System.

If a DROP Participant dies in the line of duty while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary or beneficiaries may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs within 90 days of Participant's date of death and before payment of a distribution from the Participant's DROP Account or payment of benefits from the Retirement System.

If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed and the Participant, or the Participant's beneficiary or beneficiaries as applicable, is entitled to all benefits provided by the Retirement System as if a DROP election had not been made. In the event of revocation of DROP Participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the employee to the Retirement System and the employee shall receive service credit for all service rendered during DROP Participation or as otherwise provided in the applicable collective bargaining agreement.

**M. PROMOTION**

In the event a member of the Union is promoted to a position out of the bargaining unit, but to a position covered by the Retirement System, DROP Eligibility, DROP Participation and membership in the Retirement System shall continue under the same terms and conditions as stated herein including the Participation Period pursuant to Subsection C above.

**N. INTERNAL REVENUE CODE COMPLIANCE**

The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

The DROP Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plan as the Retirement Board shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.