

AGREEMENT
BETWEEN
THE CITY OF YPSILANTI
AND
POLICE OFFICERS' ASSOCIATION OF MICHIGAN
JULY 1, 2012 THROUGH JUNE 30, 2017



TABLE OF CONTENTS

ARTICLE I - AGREEMENT	8
ARTICLE II - PURPOSE AND INTENT	8
2.1: Purpose.....	8
2.2: Affirmative Action.....	8
ARTICLE III - RECOGNITION	8
3.1: Covered Members	8
3.2: Adding Covered Members.....	8
3.3: Police/Public Safety Department Positions Not Covered	8
ARTICLE IV - AGENCY SHOP.....	9
4.1: Conditions of Agency Shop	9
4.2: Hold Harmless Clause.....	9
ARTICLE V - UNION DUES AND INITIATION FEE.....	9
5.1: Collection of Dues	9
5.2: Certification of Dues/Fees.....	9
5.3: Deduction of Dues	9
5.4: Indemnification.....	10
ARTICLE VI - REPRESENTATION	10
6.1: Negotiations	10
6.2: On-Duty Officers.....	10
ARTICLE VII - MANAGEMENT RIGHTS	10
ARTICLE VIII - GRIEVANCE PROCEDURE.....	11
8.1: Definition of Grievance	11
8.2: Grievance Procedure	11
8.3: Representation	13
8.4: Time Limits.....	13
8.5: Expenses.....	13
8.6: Discharge/Suspension	13
8.7: Written Responses	13
8.8: Grievance Form	13
8.9: Definition of Working Days	14

ARTICLE IX - DISCIPLINE AND DISCHARGE.....	14
9.1: Rules and Regulations	14
9.2: Just Cause.....	14
9.3: Suspensions	14
9.4: Internal Investigation	14
9.5: Allegations of Misconduct	15
9.6: Completion of Investigation	15
9.7: Appeal of Discipline.....	16
9.8: Adjustment of Discipline	16
9.9: Review of Documentation.....	16
ARTICLE X - PERSONNEL FILE.....	16
10.1: Review of File	16
10.2: Disciplinary Action.....	16
ARTICLE XI -SENIORITY	17
11.1: Seniority Lists	17
11.2: Definitions	17
11.3: Termination of Seniority	17
ARTICLE XII - LAYOFF AND RECALL.....	17
12.1: Definition of a Layoff.....	17
12.2: Layoff Procedure.....	18
12.3: Recall Procedure	18
12.4: Layoff/Reduction of Command Officers.....	18
ARTICLE XIII - DEPARTMENTAL MEETINGS	18
13.1: Compensation for Meetings	18
13.2: Notice of Meeting.....	18
ARTICLE XIV - EDUCATION REIMBURSEMENT	18
14.1: Reimbursement	18
14.2: Repayment.....	19
ARTICLE XV - PHYSICAL EXAMINATION	19
15.1: City Provided	19
15.2: Private Physician.....	19
ARTICLE XVI - RESIDENCY.....	19
ARTICLE XVII - UNIFORMS AND EQUIPMENT	19
17.1: Newly Hired Officers.....	19
17.2: Reimbursement	20

17.3: Damage or Loss of Apparel	20
17.4: Maintenance Allowance.....	20
ARTICLE XVIII - WORKING SUPERVISORS	20
ARTICLE XIX - UNION ACTIVITIES	20
19.1: Bulletin Board	20
19.2: Meetings for the Union	21
19.3: Union Leave	21
ARTICLE XX - WORK SCHEDULES.....	21
20.1: Posting of Schedule.....	21
20.2: 12 Hour Shifts.....	21
20.3: Starting Times	21
20.4: Booster Shift.....	21
20.5: Trading Time	21
20.6: Shift Sign-Up	22
20.7: Part-Time Police Officers	22
ARTICLE XXI - PROBATION	22
21.1: Duration of Probation	22
ARTICLE XXII - HOSPITALIZATION MEDICAL COVERAGE.....	22
22.1: Health Care Coverage	22
22.2 Open Enrollment.....	23
22.3: Waiver of Health Care	23
22.4: Coverage at Retirement.....	24
22.5: Retiree Waiver	24
ARTICLE XXIII - LIFE INSURANCE	25
23.1: Terms of Coverage.....	25
23.2: Purchase of Additional Coverage	25
ARTICLE XXIV - WORKER'S COMPENSATION (On The Job Injury)	25
24.1 Coverage.....	25
24.2 Reassignment.....	25
ARTICLE XXV - RETIREMENT.....	25
25.1: Multiplier	25
25.2: Notice of Retirement	26
25.3: Years of Service.....	26
25.4: Final Average Compensation (FAC)	26
25.5: Annuity Withdrawal.....	26

25.6: Survivor Benefits.....	26
25.7: IRS Ruling	26
25.8: Calculation of Average Final Compensation.....	26
25.9: Drop Program (Deferred Retirement Option Plan)	27
ARTICLE XXVI - JOB POSTING UNILATERAL TRANSFERS	27
26.1: Posting of Openings	27
26.2: Special Assignments.....	27
ARTICLE XXVII - PROMOTIONS	28
27.1: Sergeant Classification	28
27.2: Selection Criteria.....	28
27.3: Posting of Opening.....	28
27.4: Written Examination.....	28
27.5: Assessment Center.....	28
27.6: Eligibility for Promotion	28
27.7: Psychological Evaluations	29
27.8: Probation.....	29
ARTICLE XXVIII - MONETARY COMPENSATION PLAN.....	29
28.1: Salary Schedule	29
28.2: Hiring Above Minimum Pay	29
ARTICLE XXIX - HOURS OF WORK AND OVERTIME	29
29.1: Biweekly Pay Period	29
29.2: Calculation of Overtime Rate	29
29.3: Compensatory Time	30
29.4: Earning Overtime.....	30
29.5: Short Shifts and Shift Extensions.....	30
29.6: Filling Overtime Vacancies by Order	31
29.7: Special Details and Events.....	32
29.8: Detective Bureau On-Call Status	33
29.9: Overtime Adjustment Bonus	33
ARTICLE XXX - TRAINING	33
30.1: Five Day School.....	33
30.2: Less Than a 5-Day School.....	33
30.3: Field Training Officer Compensation.....	34
30.4: Discretionary Training	34
30.5: Mandatory Training	34
ARTICLE XXXI - SICK LEAVE, PERSONAL LEAVE AND OTHER LEAVES	34
31.1: Accumulation Of Sick Leave Credits.....	34
31.2: Charges Against Credits.....	34

31.3: Personal Leave	35
31.4: Family and Medical Leave Provision.....	35
31.5: Light Duty	36
ARTICLE XXXII - VACATION LEAVE TIME	36
32.1: Accumulation of Vacation	36
32.2: Carryover of Vacation Hours	36
32.3: Vacation Schedule.....	36
32.4: Vacation Periods	39
32.5: Cash-In of Vacation.....	39
32.6: Court During Vacation	39
ARTICLE XXXIII - HOLIDAYS	39
33.1: Recognized Holidays	39
33.2: Scheduled Work on Holidays.....	39
33.3: Compensation for Holidays (12 Hour Schedule).....	39
33.4: Compensation for Holidays (8 Hour Schedule)	40
33.5: Separation from Employment.....	40
ARTICLE XXXIV - FUNERAL LEAVE	40
34.1: Length of Leave.....	40
34.2: Definition of Immediate Family	40
ARTICLE XXXV - SAFETY PROCEDURES.....	41
35.1: Employer Responsibilities	41
35.2: Employee Responsibilities	41
ARTICLE XXXVI - MAINTENANCE OF CONDITIONS	41
ARTICLE XXXVII - CONTRACT DISTRIBUTION	41
ARTICLE XXXVIII - SENIOR PATROL OFFICER	41
ARTICLE XXXIX - SPECIAL CONFERENCES.....	41
39.1: Scheduling Conferences	41
39.2: Agenda	42
39.3: Chain of Command	42
ARTICLE XXXX - SIGNING BONUS.....	42
DISPATCHER ADDENDUM.....	43

PART-TIME POLICE OFFICER CONTRACT ADDENDUM	44
MEMORANDUM OF AGREEMENT	46
PUBLIC SAFETY OFFICER CONTRACT ADDENDUM.....	47
ATTACHMENT A-1 NEW HIREES AFTER JULY 1, 2012 BENEFITS	49
ATTACHMENT A-2 HIRED AFTER JULY 1, 2009/PRIOR TO JUNE 30, 2012 ...	52
ATTACHMENT A-3 HIRED ON OR BEFORE JULY 1, 2009 BENEFITS.....	55
ATTACHMENT B - POAM PAY SCALE.....	58
ATTACHMENT C- DENTAL COVERAGE PLAN	59
ATTACHMENT D- VISION COVERAGE PLAN.....	60
LETTER OF UNDERSTANDING - DROP BENEFIT.....	61
LETTER OF UNDERSTANDING - PART-TIME POLICE OFFICERS	62
LETTER OF UNDERSTANDING - K-9 UNIT... ..	63
LETTER OF UNDERSTANDING-CONTRACT DISPATCH SERVICES TO WCOS...64	
SIGNATURE PAGE	65
EXHIBIT A - PAYROLL DEDUCTION AUTHORIZATION	66
EXHIBIT B - ILLUSTRATION OF 28 DAY CYCLE.....	67
EXHIBIT C - HEALTH INSURANCE.....	68

ARTICLE I - AGREEMENT

1.1: This agreement entered into July 19, 2014, between the City of Ypsilanti, Michigan (hereinafter referred to as the "Employer" or the "City",) and the Police Officers Association of Michigan, existing under the laws of the State of Michigan (hereinafter referred to as the "Union). This agreement shall remain in force and in effect from July 1, 2012 through June 30, 2017.

ARTICLE II - PURPOSE AND INTENT

2.1: Purpose

The general purpose of this agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Ypsilanti, in its capacity as an Employer, its Employees, the Union, and the citizens of the City of Ypsilanti, Michigan.

2.2: Affirmative Action

The City and Union agree that the Affirmative Action goals are important. There shall be no discrimination under any circumstances because of race, creed, color, sex, sexual orientation, political and/or religious beliefs, union activity, handicap, marital status, or national origin.

ARTICLE III - RECOGNITION

3.1: Covered Members

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 Police 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:

Unit: All sworn police officers, and sworn public safety officers (PSO) below the rank of sergeant, excluding supervisors as defined by the Michigan Employment Relations Commission (M.E.R.C.) and all others, as certified by M.E.R.C., case number R87 C89, dated December 8, 1987.

3.2: Adding Covered Members

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.

3.3: Police/Public Safety Department Positions not covered

The POAM "Union" agrees that positions of Director of Public Safety, Director of Public Safety/Police Chief, Police Chief and Deputy Police Chief, Fire Chief and Assistant Fire Chief, will not be a part of the union and will be covered under individual non-union contracts with the City. Additionally the union agrees to allow the above referenced positions to not be included in the City of Ypsilanti's 345 pension plan at the sole discretion of the City of Ypsilanti and the individuals holding these positions.

ARTICLE IV - AGENCY SHOP

4.1: Conditions of Agency Shop

Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fees and a monthly service charge in amount equal to the monthly dues toward the Union of the Agreement. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this agreement or the beginning of their employment, whichever occurs first, shall be discharged by the employer. The termination penalty for delinquency in paying dues is: Employees shall be deemed to be members of the Union or agency within the meaning of this Section if they are not more than sixty (60) days in arrears in payments of membership dues or service charge. No employee shall be terminated under this section unless the Union first has notified the employee, by registered letter, explaining that he or she is delinquent in not tendering either periodic and uniformly required union dues, and specifying the sixty (60) day delinquency, and warning him or her that unless such dues or service charge is tendered within thirty (30) calendar days, he or she will be reported to the City for termination as provided in this Article, and the Union has furnished termination as provided in this Article, and the Union has furnished the City with proof that the procedure provided above for notification to the employee has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he or she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certified that (name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the Collective Bargaining Agreement, and that under the terms of the Agreement, the City shall terminate the employee." The dues aforementioned are due and payable as of the date of the signing of this agreement. In the event that the agency shop agreement becomes the subject matter of litigation, it shall be the responsibility of the Police Officers Association of Michigan to furnish legal counsel and indemnify the City of Ypsilanti for any necessary and reasonable legal expenses which they must incur as a result of the aforementioned litigation.

4.2: Hold Harmless Clause

The Association shall also indemnify and save the City harmless against any and all claims, demands, suits and any other form of liability arising out of this Article.

ARTICLE V - UNION DUES AND INITIATION FEE

5.1: Collection of Dues

During the period of time covered by this agreement, the Employer agrees to deduct monies in accordance with the terms of the Authorization of Check-Off Dues form from the pay of each employee who executes the said form furnished by the P.O.A.M., as shown in the attached Exhibit A and so made by reference a part of this contract agreement.

5.2: Certification of Dues/Fees

The amount of initiation fee and dues will be certified to the Employer by the Treasurer of the Union, in writing.

5.3: Deduction of Dues

Deductions each calendar month shall be remitted to the Treasurer of the P.O.A.M. with a list for whom dues have been deducted by the 15th of the next month.

5.4: Indemnification

The Union shall indemnify and hold harmless the City against any and all liability which may arise by reason of the deduction by the City of money as Union initiation fee, membership dues or service/administration charge from employees' wages.

ARTICLE VI - REPRESENTATION**6.1: Negotiations**

The Union shall be represented in all negotiations by a committee of the Union. The committee shall be composed of a duly authorized bargaining team selected by the Union for negotiations whose total shall not exceed five people. These five people shall not include expert witnesses. In the event of a total change in the makeup of the committee the City shall be notified in writing by the Union. The City shall also notify the Union in writing of a total change in their negotiating personnel.

6.2: On-Duty Officers

On-duty officers who are members of the committee shall be permitted to negotiate a working agreement and process grievances without loss of pay or benefits. There shall be a limit for negotiation purposes of one officer per on-duty shift who shall be subject to call by the command officers.

ARTICLE VII - MANAGEMENT RIGHTS

Further, 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 constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised 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 subcontract, purchase any or all work processes or services, or the construction of new facilities and the improvement of existing facilities;
- D. To determine the number, location and type of facilities and installations;
- E. To hire, assign and layoff employees, in accordance with State Law, and with this agreement.

- F. To direct the work force, assign work and determine the number of employees assigned to operations.
- G. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification.
- H. To determine lunch, rest periods and cleanup times, and the starting, quitting time and the number of hours to be worked.
- I. To establish work schedules.
- J. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- K. To determine the size of the work force and increase or decrease its size.
- L. 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 emergency situations and other extenuating circumstances requiring security functions.
- M. To discipline and discharge employees for cause.
- N. To transfer, promote, and demote employees from one classification, division or shift to another.
- O. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.1: 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.

8.2: 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, YPOA and POAM.

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 YPOA and the POAM.

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 POAM 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 POAM and the City cannot agree on an arbitrator, the POAM 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.

8.3: 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.

8.4: 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.

8.5: 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.

8.6: 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.

8.7: 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.

8.8: 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.

8.9: Definition of Working Days

Wherever the words are used in this Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding any holidays recognized pursuant to this Agreement.

ARTICLE IX - DISCIPLINE AND DISCHARGE

9.1: 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.

9.2: 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. First year probationary employees who are discharged or disciplined may process a grievance only through Step IV of the grievance procedure. 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.

9.3: 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 unless this change will cause the employee an immediate disruption. 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.

9.4: Internal Investigation

Upon receipt of an allegation or complaint of misconduct from either within the department or from outside 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 written agreement, which will not be unreasonably refused. Every effort should be made to complete an investigation as soon as possible.

9.5: 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 union's departmental mailbox shall constitute compliance with this requirement.

- A. If the employee was relieved of duty in accordance with Section 9.3 above, the department shall give notification of the "Allegation of Misconduct" to the employee and his/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 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 conducted in accordance with Section 9.4 above, with the beginning date being the date of the complaint or allegation is received or becomes known to the department management.
- C. Any time limits set forth in Article IX may be extended by mutual written agreement.

9.6: Completion of Investigation

- A. 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 conference 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 his/her union representative. For purposes of this section, a date stamped copy of the disciplinary notice delivered to the employee's and union's departmental mailbox shall constitute compliance with this requirement.

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

9.7: 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.

9.8: 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.

9.9: 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 X - PERSONNEL FILE

10.1: Review of File

All items, copies of which are not given to an employee, which are placed in an employee's personnel file shall be shown to the affected employee and initialed by the employee so that he/she is aware of such material being placed in the file. The initialing of the material does not presume that the employee necessarily agrees with the information being filed. In imposing any discipline, on a current charge, the employer shall not take into account any prior infraction, commendation, or citation which occurred more than (24) twenty-four months previously, except discipline which resulted in a suspension without pay can be considered for up to a twenty-four (24) month period.

10.2: Disciplinary Action

An employee may submit a request to the Chief of Police that any discipline over 24 months be removed from his or her Personnel File. Once the Chief of Police submits written notification or email to the Human Resources Department, the discipline will be removed from the employee's Personnel File.

ARTICLE XI - SENIORITY

11.1: Seniority Lists

Seniority lists shall be furnished to the Union by the City at least once a year. There shall be two classification seniority lists. First classification seniority list shall be of sworn Police Officers and the second of Public Safety Officers (PSOs). A third list showing Department Seniority shall be kept with both Police Officers and PSOs ranked by the length of full time service in a sworn position in the Police Department. Ties on the PSO Classification list shall be broken by reference to Department Seniority. New hires are placed on the seniority lists first by pay step and then in alphabetical order. The lists are not interchangeable. New hires are placed on the seniority list first by pay step and then in alphabetical order.

11.2: Definitions

- A. Unit Seniority - Length of full time employment in bargaining unit.
- B. Department Seniority - Length of full time service in a sworn position in the police department.
- C. Classification Seniority - Length of full time service in a classification (police officer or PSO).
- D. Employer Seniority - Length of full time service with the employer.

11.3: Termination of Seniority

An employee's seniority shall terminate for the following reasons:

- A. If he or she quits, retires or is discharged.
- B. If following a layoff he or she fails or refuses to notify the employer of his or her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his or her address on record with the employer or, having notified the employer of his or her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his or her address on record with the employer or, having notified the employer of his or her intention to return, fails to do so within fourteen (14) calendar days after such notice is sent.
 - 1. He or she is absent for three (3) consecutive working days without notifying the Chief or his or her designee.
 - 2. When he or she has been laid off from the department for a period of twenty-four (24) or more consecutive months or the length of an employee's department seniority, whichever is greater.

ARTICLE XII - LAYOFF AND RECALL

12.1: Definition of a Layoff

A layoff is a reduction in the work force for reason of shortage of work or funds, the abolishment of a position, or for other related reasons which do not reflect discredit on the service of the employee.

12.2: Layoff Procedure

Layoffs shall be made in inverse order on the basis of departmental seniority of the officers below the rank of sergeant.

12.3: Recall Procedure

The City agrees that any employee so laid off or reduced shall be recalled in the inverse order of layoff or reduction. Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the employer's personnel records, (unless the employee is still working, i.e., reduction rather than layoff) and it shall be the obligation of the employee to provide the employer with a current address and telephone number. A recalled employee shall give notice of his or her intent to return to work within three (3) consecutive calendar days and shall return to work within fourteen (14) calendar days or his or her employment shall be terminated without recourse under this Agreement.

If a position is eliminated for budgetary reasons and recreated within a twenty-four (24) month period of time the employee having been laid off from the affected position shall be considered first for purposes of reinstatement to the same position, provided the employee remains capable of performing the job responsibilities of the position.

12.4: Layoff/Reduction of Command Officers

In the event of layoffs or reduction in number of command officers, the Union agrees to allow command officers to revert back to the unit under the following conditions:

To the Patrol Division in the Police Officer Classification; if they have greater departmental seniority than the patrol officer with the least departmental seniority.

ARTICLE XIII - DEPARTMENTAL MEETINGS**13.1: Compensation for Meetings**

The Police Department shall have departmental meetings at the discretion of the Police Chief. Off duty officers shall be paid at time and one half (1 1/2) for a minimum of (2) hours. 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 meetings at a reasonable time.

13.2: Notice of Meeting

The department shall post a notice of the meeting five (5) days prior to the date of the meeting.

ARTICLE XIV - EDUCATION REIMBURSEMENT**14.1: Reimbursement**

The City agrees to an education reimbursement program, as provided herein this article. The cost for course tuition and books may be reimbursed to an employee provided the employee has submitted a request for such reimbursement prior to enrollment in the course and the City being of financial ability, approves this request. The City shall not approve such request unless the course is job related, or deemed beneficial to the City Police services. Further, the City shall not duplicate other financial support for these courses such as, but not limited to, veteran education benefits, Law Enforcement Education Program, or General Assistance from the Department of Justice for law degree funds, although the City

may reimburse for that portion not paid from another source for the same course. Reimbursement shall only be made after the completion of the course provided the employee received a passing grade of C or better, or certificate if applicable.

14.2: Repayment

The employee agrees to remain with the City employment for at least one year after completion of the course and reimbursement by the City. In the event the employee leaves before expiration of one (1) year, reimbursement shall be refunded to the City.

ARTICLE XV - PHYSICAL EXAMINATION

15.1: City Provided

The City shall, at its expense, make available to each employee at the Chief's (for cause) or employee's demand, a physical examination, chest x-ray and electrocardiogram once every three (3) years. No more than three employees will be allowed an examination during any one fiscal year. It is agreed that all employees will keep themselves in sufficiently good physical condition to perform all aspects of their job requirements.

15.2: Private Physician

If the employee chooses to use his/her private physician, the City agrees to pay the 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 Human Resources, prior to obtaining the physical examination, and shall indicate whether the City facility or private physician will be utilized.

ARTICLE XVI - RESIDENCY

There are no residency requirements for Police Officers.

ARTICLE XVII - UNIFORMS AND EQUIPMENT

17.1: Newly Hired Officers

The City shall provide newly hired officers with the following equipment, as outlined in A, B and C, prior to active duty.

- A. Leather and Duty Gear: One outer belt, one inner belt, one duty holster, one handcuff case, one magazine pouch, one radio holder, four belt keepers, one flashlight ring, one baton holder (if applicable) and any other piece of leather equipment utilized for equipment required for use by the department (e.g., chemical irritant, video transmitter, etc.), one bullet resistant vest, one flashlight, with all meeting minimum standards as set forth in departmental policy.
- B. Uniform Clothing: One complete authorized uniform as described in departmental policy as follows: two pair of trousers, four shirts, one necktie, one all purpose jacket, one raincoat, one wool pullover sweater, one dress hat, one winter hat, collar insignia, whistle and whistle chain, one badges and department patches.

- C. Duty Weapon: One duty handgun, two magazines, both consistent with departmental policy. Any additional weapon required for use by the department, excluding any off-duty weapons.

17.2: Reimbursement

Should the employee leave the employment of the City prior to completion of three years, they shall reimburse the City for the cost of the initial uniform clothing issued. It is understood that the badge and duty weapon(s) shall remain the property of the City, and are to be returned upon separation from employment.

17.3: 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 others, they shall immediately report same to the officer in command. In the event of damage or loss of the following items in the line of duty, the City shall compensate the employee for the fair market value of the damaged or lost property as follows. In reference to this section, wrist watches not to exceed \$50, eyeglasses and 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. This section does not include equipment or apparel lost or damaged through negligence, misuse or failure to maintain. The Department reserves the right to review damaged equipment/apparel to determine the need for replacement or repair.

17.4: Maintenance Allowance

Each officer shall receive from the City an annual maintenance allowance in the total amount of \$1,120, which will be payable semiannually on the employees' first paycheck after July 1, and January 1, in advance of the officers' expenditure.

After this contract expires the maintenance allowance will be tied to any increase or decrease to the % increase or decrease to the base wage of the POAM officers pay.

Officers leaving the employment of the City prior to the completion of the six month payment shall owe the City for the remaining month's allotment.

ARTICLE XVIII - WORKING SUPERVISORS

It is not the intention of the employer to deprive any employee of work by assigning patrol work to a supervisor in lieu of overtime work for a police officer. However, it is understood and agreed that supervisors are specifically permitted to work in cases of emergencies, when there is a shortage of qualified help, and when regular employees are out sick or on leave or on vacations. Moreover, supervisors shall be permitted to perform such functions as testing equipment or methods of operation, and instructing employees.

ARTICLE XIX - UNION ACTIVITIES

19.1: 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 material posted shall pertain to Union business or activities and not cause embarrassment to the department, personnel or Union.

19.2: 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 permission of the Chief prior to the scheduling of the meetings.

19.3: Union Leave

Subject to manpower requirements and at the discretion of the Chief of Police, the Union shall be allowed up to six (6) manpower days per year without loss of time or pay for Union leave.

ARTICLE XX - WORK SCHEDULES

20.1: 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 bi-annual shift bid. It has no further application.

Employer retains the right to modify this base work schedule after providing a minimum seven (7) calendar days notice to the employee, except during emergency periods. Nothing herein precludes the employer and employee from agreeing to make the change sooner than seven (7) days. This section will not be used to change the 12-hour shift schedule.

20.2: 12 Hour Shifts

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 B). Employees shall be entitled to a fifteen (15) minute break period at or near the mid-point of the first half and the 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 assigned to Platoons 1 and 2, may work another schedule including, but not limited to, the 5-day modified 84-hour schedule.

20.3: Starting Times

The current range of starting times for the Field Services Platoons 1 and 2 will be 6:00 a.m. - 10:00 a.m. and 6:00 p.m. - 10:00 p.m.

20.4: Booster Shift

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

20.5: Trading Time

The existing practice of allowing employees to trade days and shifts shall be continued, with the approval of two command officers involved and full discretion rests with the command officer on the respective shifts. The command officer shall not arbitrarily refuse employees to trade shifts.

20.6: Shift Sign-Up

In the Police Department of the City of Ypsilanti where more than one shift per twenty-four hours is required, employees by classification seniority, shall have the opportunity each six months to sign up for the shift of their choice. To assure the efficient operation in the department the City retains the right, at its discretion, to assign probationary employees and special assignment employees' shifts.

20.7: Part-Time Police Officers

The City may schedule part-time police officers to work an average of up to thirty-two (32) hours per week, in a biweekly period. The scheduling and assignment of part-time police officers is covered in a separate contract addendum.

ARTICLE XXI - PROBATION**21.1: Duration of Probation**

New employees shall be probationary employees for the first one (1) year of their original employment provided that all employees hired after July 1, 2012, shall serve a probationary period extended from their date of hire, one year after they have acquired Fire Fighter I & II and First Responder Certification. There shall be periodical performance evaluation made during this period of time. Prior to the expiration of this probationary period a final evaluation shall be completed, inclusive of a statement as to whether the probationary employee is or is not recommended for retention in the City service, as a permanent employee. Probationary periods in the case of borderline employees may be extended by the Chief of the Department for up to six (6) months. Such extensions shall be reduced to a written statement with the length of time for the extension stated. During the probationary period an employee may be discharged without further recourse, provided however, that the Employer did not discharge for the purpose of evading this agreement. It is understood that this probationary procedure does not apply to a disciplinary probation.

ARTICLE XXII - HOSPITALIZATION MEDICAL COVERAGE**22.1: Health Care Coverage****Health Insurance:**

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

The cost of this coverage will increase for employee's hired after July 1, 2012 and their 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 for new employees hired after July 1, 2013.

Prescription Drug: \$10/\$40 co-pay for employees hired after July 1, 2009. Employees hired on or before July 1, 2009, will have a \$10/\$20 co-pay for prescription drugs.

There will be a doctor’s office visit co-pay of \$30. In addition, the City will continue to offer a Flexible Spending Account (FSA) for full-time employees with the employees being the sole contributor to their FSA. 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)

Dental coverage 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).

Any employee hired on or after July 1, 2009 will no longer have **vision coverage** benefits. For those hired prior to July 1, 2009, a modest increase in the quality of the vision insurance will also go into effect (See Attachment D). Any employee hired after July 1, 2009, and wishes to have vision coverage, may purchase this at the employee’s own expense at the group rate.

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.

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

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

22.2 Open Enrollment

The employees will have the option of changing health care plans each Fall during open enrollment. Monthly premium costs for the next calendar year for each health care plan will be provided to the union president each preceding November.

22.3: Waiver of Health Care

Effective January 1, 2006, 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, according to the schedule below:

Family - \$5000/year	Two-Person - \$4000/year	Single - \$2000/year
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(Payable in arrears semi-annually in July 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 prorated 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.

22.4: Coverage at Retirement

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 \$150 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.

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.

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

22.5: Retiree Waiver

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

Family - \$5000/year	Two-Person - \$4000/year	Single - \$2000/year
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(Payable in arrears semi-annually in July 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 and dental coverage.

Retirees who were hired by the City on or after July 1, 2012 and who participate in the City's retiree health care savings program shall not be eligible for the retiree health care waiver.

ARTICLE XXIII - LIFE INSURANCE

23.1: Terms of Coverage

It is hereby agreed that the City will provide life insurance to protect the officers, such insurance shall be in effect twenty-four (24) hours a day whether the officer is on duty or not. Life insurance shall be whole life and will pay benefits in the amount of \$60,000 for natural death and \$60,000 for accidental death (double indemnity).

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

23.2: Purchase of Additional Coverage

If 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 XXIV - WORKER'S COMPENSATION (On-The-Job Injury)

24.1 Coverage

The applicable worker's compensation laws will cover each employee. The City further agrees that an employee being eligible for worker's compensation will receive, in addition to his/her worker's compensation income, an amount to be paid by the City sufficient to make up the difference between worker's 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.

24.2 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 XXV - RETIREMENT

25.1: Multiplier

All employees hired on or before June 30, 2009, will have a 3% multiplier to compute the retirement benefits of the retiree for the first 25 years of services and 1% for years thereafter, not to exceed 90% of their final average compensation. The employee will contribute 10% to the pension fund.

Employees hired on or after July 1, 2009, shall have a 2% multiplier. They will also contribute 5% of their wages toward the pension fund. Please see Attachment A-1, A-2 and A-3.

25.2: Notice of Retirement

Employees desiring to retire shall provide the City with a 90-day notice.

25.3: Years of Service

All employees of the bargaining unit may retire after completing twenty-five (25) years of service with the Ypsilanti Police Department. Effective July 1, 1985, employees may retire after the completion of 20 years of service regardless of age. The figure of three (3%) percent as designated in paragraph 25.1 shall be used in computing benefits of employees retiring after 20 years of service. Each employee agrees to raise his or her retirement contribution from 5% to 10% of gross wages to cover this cost.

Employees hired on July 1, 2009, or thereafter shall be required to complete 25 years of service.

25.4: Final Average Compensation (FAC)

The Final Average Compensation shall be determined by using the highest three (3) years of the last ten (10) years of service as provided under Act 345 of Public Acts of 1937, as amended.

25.5: Annuity Withdrawal

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.

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.

For all employees hired after July 1, 2012, the annuity withdrawal will be eliminated in its entirety. Please see Attachment A-1, A-2 and A-3.

25.6: Survivor Benefits

The service years eligibility period for eligible survivors of the non-duty death of a service member are reduced from 20 years of service to 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.

25.7: IRS Ruling

The City and union agree to complete a no objection agreement where the Retirement Board can obtain an IRS ruling identifying our system as a two plan system provided there is no cost to the City in implementing and administering this plan.

25.8: Calculation of Average Final Compensation

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. PF Holiday

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
4. Overtime Adjustment
5. Signing Bonus

25.9 DROP PROGRAM (DEFERRED RETIREMENT OPTION PLAN)

The City will administer the DROP Program according to the Drop Addendum without a 5% contribution from the employee.

ARTICLE XXVI - JOB POSTING UNILATERAL TRANSFERS

26.1: Posting of Openings

If the City determines to fill a permanent vacancy (not caused by vacations, illness, leave, or similar reason) a written notice of the opening, indicating the job duties and rate, shall be posted on the bulletin board(s) for a period of seven calendar days. Any employee may signify to the employer in writing during that period an interest in being considered for the opening. The employer shall make their selection on the basis of their judgment of the qualifications, skill and ability of those bidding. Provided more than one employee is qualified, classification 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. If no other officer shows an interest in bidding for an open position, then the current officer may re-sign up for that position.

If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The first ninety (90) days on the new job shall be considered a trial period. During this trial period, the employee shall have the opportunity to transfer back to his/her former position, or if the employer deems the employee to be unsatisfactory in the new position, they may be returned to the former position at any time during this period at the rate of pay for the job being performed. The job vacated by a successful bidder need not be posted, but shall be filled at the discretion of the City. Written notification shall be given by the employer or employee, whichever ever initiated the reversion and a statement of reason for the action, prior to the reversion. A successful bidder may not bid again until a minimum of twelve (12) months has passed.

26.2: Special Assignments

The employer may have special assignment details such as plain clothes assignments.

Such assignments shall continue on a year to year basis at the discretion of the Chief of Police. One position in the Detective Bureau shall not exceed forty eight months (48) months. One LАWNET position shall not exceed forty eight (48) months.

Rotation of assignments will be contingent upon the qualification of personnel to fill the vacancy. Officers with three years of seniority or more are eligible to apply for special assignments.

Such employees may receive a higher rate of pay for the job being performed without being reclassified or promoted to a higher classification. To ensure the efficient operation of the department, the City retains the right, at its discretion, to assign probationary, transitional and special assignment employees to shifts and/or schedules.

At the conclusion of said assignments, in order to provide for a smooth transition back to a Field Services Platoons 1 or 2, or other work assignment, it is agreed that officers will be reassigned at the closest regularly scheduled Field Services Platoons 1 & 2 shift bid.

ARTICLE XXVII - PROMOTIONS

27.1: Sergeant Classification

This promotional proceeding shall apply only to the classification of sergeant.

27.2: Selection Criteria

Selection of employees for promotion shall be based on merit, inclusive of, but not limited to, the employee's ability to meet the minimum qualifications for the position and demonstrating satisfactory job performance in the present classification.

27.3: Posting of Opening

The City shall post the availability of a promotional position. Employees 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. Employees eligible to sign the posting shall not be on probation, have two years of Field Services Platoons 1 & 2 service in the department and four years of police service.

27.4: Written Examination

A written examination shall be administered and graded under the direction of the City Human Resources Director. A passing score will be posted prior to the examination.

27.5: Assessment Center

Interview Examination: An oral examination of the candidates will be conducted by an outside panel. Questions will be designed to test the candidate's knowledge and skills in the areas of leadership, supervision, communications, problem solving and decision making.

27.6: Eligibility for Promotion

A composite score will be calculated using 50% Written and 50% Oral examination. The top five candidates will be ranked in order and will be the list of eligible for promotion to the rank of Sergeant. The Chief of Police shall select one of the top five candidates for promotion. The Chief of Police may also require personal interviews prior to selection for promotion. Only the original top five candidates shall be eligible for promotion until the list expires. The list will expire after a period of two years, or

when all of the top five candidates have been promoted, whichever occurs first. A new test shall be given at this time to establish a list of candidates.

27.7: Psychological Evaluations

At the time of appointment the Police Chief may require psychological evaluations, performed by a qualified person in the field of psychology of the employees certified as eligible for the promotion.

27.8: Probation

The employee appointed to a promotional classification shall serve a twelve (12) month probationary period in the position. During this period the employee may request to revert to their former classification, or if deemed to be performing unsatisfactorily may be reverted to their former position at their prevailing rate of pay for the former classification. An employee reversion to the former classification during the probationary period only, shall not imply in his/her personnel records a discredit or demotion. The employee shall not be placed back on the current eligibility list, but could if they wish to participate in the examination procedure to apply for another eligibility list, the proceeding time the procedure is commenced. Upon an employee successfully completing an initial probationary or a promotional probationary period the employee shall not be removed from the position except for just cause. This section shall not be construed to limit the employer from eliminating a position because of lack of funds or shortage of work.

ARTICLE XXVIII - MONETARY COMPENSATION PLAN

28.1: Salary Schedule

There will be a 1% wage increase effective July 19, 2014. Please see POAM Wage Scale at back of the contract.

There will be a 0% wage increase for the remainder of this contract.

28.2: Hiring Above Minimum Pay

The Chief of Police may authorize the hiring of an employee for the position of patrol officer at the rate above the minimum of the pay range of the patrol officer's classification as an incentive commensurate with the individuals prior experience and qualifications not to exceed the two (2) year step.

The employee shall be eligible for future increases in conjunction with their position in the pay scale as set forth in the contract. (An employee hired at the one year step would be eligible for a raise to the next step according to the normal time between steps.)

ARTICLE XXIX - HOURS OF WORK AND OVERTIME

29.1: Biweekly Pay Period

The normal biweekly pay period shall consist of an average of eighty-four (84) hours.

29.2: Calculation of Overtime Rate

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

29.3: Compensatory Time

Compensatory time accumulation will be 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. Employees over the maximum of 200 shall have overtime paid in cash.

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.

29.4: Earning Overtime

Time and one half (1 1/2) of an 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 eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay. The City further agrees to guarantee minimum overtime as follows:

1. Signing complaints consultation warrants with the prosecutor and/or City Attorney - two (2) hours minimum at time and one-half (1 1/2) the prevailing hourly rate.
2. Court Appearances - two and one-half (2 1/2) hours minimum at time and one-half (1 1/2) the prevailing hourly rate or time and one-half (1 1/2) for the actual time spent, whichever is greater. All witness fees shall be returned to the City.
3. Call Back - When an employee is called in to perform work at a time other than that for which he/she has previously been scheduled, they shall receive not less than two (2) hours at time and one-half (1 1/2) for work so performed. The two (2) hour minimum provision shall not apply to employees who are called in for periods of less than (2) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter.

29.5: Short Shifts and Shift Extensions

There are two different types of shift overtime vacancies:

- A. **Short Shift** vacancies pertain to foreseen overtime positions that occur with enough notice to allow an overtime notice to be posted for sign-up.
- B. **Unforeseen Short Shift and/or Shift Extension** vacancies pertain to unforeseen overtime positions that occur with short notice as to not allow the normal posting procedure of the vacancy for sign-up purposes.

When it becomes necessary to fill a vacancy with a full-time police officer, the following procedures will be used. The procedure for filling overtime vacancies by order is outlined in Section 29.6 below.

A. Short Shift:

- Volunteer Sign-up - officers sign-up by seniority (high to low) for the overtime positions/vacancies by signing their name to the overtime notice posted on the department's overtime bulletin board.
- Overtime notices can only be posted by command officers or their designees.

- Officers working patrol services have sign-up priority (job classification seniority) over non-patrol service officers.
- Split-shifts are only allowed at the discretion of the posting command officer, the Deputy Chief and/or Chief of Police.
- Overtime positions that remain vacant (no one volunteers/signs up). See section 29.6, Filling Overtime Vacancies by Order.

B. Unforeseen Short Shift and/or Shift Extension:

- Volunteer officers - Overtime callout is performed by calling off duty officers on the opposite rotation by seniority (high to low), who are able to fill the vacancy.
- Unsuccessful callout for off-duty patrol service personnel allows callout for off-duty non-patrol service personnel by seniority (high to low).
- Unsuccessful callouts for off-duty personnel allows offering the overtime position to all personnel (patrol services and non-patrol services) on-duty by department seniority (high to low) to allow for maximum shift coverage.
- Positions that remain vacant (no volunteers). See section 29.6, Filling Overtime Vacancies by Order.

The City must maintain sufficient staffing at all levels of the organization to provide for public safety services during emergency situations. The provisions of this section do not apply when emergency situations dictate otherwise. An emergency means such a condition as demands immediate action, is sudden, unforeseen, and urgent.

If a vacancy occurs on a shift for more than two (2) weeks, causing a need to reassign personnel, the opening will be posted to be filled by seniority. If this causes a secondary opening, the second opening will be filled at the discretion of the Employer.

29.6: Filling Overtime Vacancies by Order

Vacancies will be filled with first priority to maximizing shift coverage. When it becomes necessary to fill overtime vacancies with full-time police officers by order, the entire shift vacancy shall be filled by order prior to filling portions of the shift. Personnel that can be ordered to fill entire shift vacancies shall be ordered prior to ordering personnel for short periods/portions of the shift vacancy. Thereafter, the procedure for filling overtime vacancies by order shall be as follows.

Short Shifts & Unforeseen Short Shift and/or Shift Extensions:

- Ordering of personnel shall be done by reverse seniority (low to high).

- Two-day posted vacancy - Officers cannot be ordered two consecutive days.
- Three-day posted vacancy - Officers cannot be ordered three consecutive days.
 - ◆ The senior officer getting ordered for a two or three-day posted vacancy gets first choice of vacancy he/she works.
- Non-patrol service officers cannot be ordered for patrol vacancies.
- Officers cannot be ordered on an order for back-to-back patrol shifts (a patrol shift immediately following another patrol shift), i.e. officers ordered for a short shift or shift extension cannot be ordered for a further extension.
- Officers who volunteer for overtime may not be ordered for a short shift or shift extension immediately following the officer's shift (or the overtime he/she volunteered for).
- Job classification shall be used when determining personnel to be ordered for vacancies- dispatchers for dispatch, officers for patrol. Officers can be ordered for dispatch vacancies, but only after dispatchers have been exhausted.
- Department seniority (high to low) shall be used to determine who can choose the first or second period of a shift extension. This includes shift extensions to cover dispatch vacancies.

The City must maintain sufficient staffing at all levels of the organization to provide for public safety services during emergency situations. The provisions of this section do not apply when emergency situations dictate otherwise. An emergency means such a condition as demands immediate action, is sudden, unforeseen, and urgent.

29.7: Special Details and Events

- Special detail and event overtime positions/vacancies shall be posted with an overtime notice for voluntary sign-up. Personnel may sign-up by department seniority (high to low) according to the positions available in the overtime notice.
 - ◆ In the event of an unforeseen special detail and/or event that may occur on short notice, overtime vacancies shall be filled using the callout procedure outlined in Section 29.5.
- For special details, the Chief of Police retains the right to approve and/or fill overtime vacancies outside of seniority as he/she feels necessary to address the specific needs or circumstances of the detail to be conducted/performed (i.e. An officer begins the problem-solving process of identifying a problem and needs to work on an overtime basis to resolve the problem).

- When vacancies remain after the above posting or callout process is performed, filling by order shall be done by department seniority (low to high) of personnel that are off-duty.
- Officers shall not be ordered for two consecutive days of special events, although it is agreed that special circumstances exist for events such as the annual Heritage Festival event or other large events that may necessitate officers to be ordered two or more consecutive days.
- Officers who volunteer for special detail or event overtime may be ordered to work up to four (4) additional hours.

The City must maintain sufficient staffing at all levels of the organization to provide for public safety services during emergency situations. The provisions of this section do not apply when emergency situations dictate otherwise. An emergency means such a condition as demands immediate action, is sudden, unforeseen, and urgent.

29.8: Detective Bureau On-Call Status

Officers assigned to the Detective Bureau shall be on-call on a rotational basis. Each detective shall be on-call for seven days at a time, unless unusual or unforeseen circumstances warrant deviation from this schedule. During the on-call period the detective shall remain available and able to respond within 60 minutes. The Department will provide the on-call detective with a pager and cellular phone to facilitate the call-in process. Detectives shall be compensated at the rate of one hour of compensatory time per day of being on-call. If the employee's compensatory leave bank exceeds the contract maximum, the employee shall receive one hour of straight time pay.

29.9: Overtime Adjustment Bonus

POAM Road patrol officers work 104 hours of overtime per year. In order to be compensated for this overtime, all POAM Officers will receive an annual sum payment of \$1,500 as an overtime adjustment bonus paid out each April 1st. This will go into effect April 1, 2013.

Employees hired on or after July 1, 2012, will begin receiving their overtime adjustment bonus each April 1st, once they reach the PO1-3 or PSO1-3 pay grade. If they do not reach the PO1-3 or PSO1-3 pay grade until after that date, they will receive a pro-rated amount for the current year.

ARTICLE XXX - TRAINING

30.1: Five Day School

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.

30.2 Less Than a 5 Day School

In the event of training of less than five (5) days the employee will receive time off equal to the time spent in training.

Employees assigned to the day shift will receive a day for each full day spent in training. A full day is defined as an 8-hour day.

A night shift employee who is scheduled to work the night before the training will be given eight (8) hours off before the training. Employees will not receive any additional time off for up to two (2)

hours of drive time. (Anything more than two (2) hours will be added to the eight (8) hours.) Employees on the night shift will not be required to return to work following a full day of training. Drive time before and after training shall not be compensated.

A night shift employee who is assigned to a school that is less than eight (8) hours will return to work and either go on duty immediately for the remainder of his or her 12-hour shift, or report for duty eight (8) hours after the completion of the training to fulfill the remainder of the 12-hour shift period. Whether the employee goes on duty immediately or returns eight (8) hours later will be at the discretion of the Department.

An 8.5 hour employee who attends a training will be reimbursed by the City for travel time over the 8.5 hour day.

30.3: Field Training Officer Compensation

Field Training Officers (FTO's) shall receive one and one-half (1½) hours of comp time for each Daily Officer's Report (DOR) completed.

30.4 Discretionary Training shall be paid on straight time. Discretionary training is training that is requested by the officer.

30.5 Mandatory Training will be paid at time and a half. Mandatory training is training offered by or ordered by the department.

ARTICLE XXXI - SICK LEAVE, PERSONAL LEAVE AND OTHER LEAVES

31.1: Accumulation Of Sick Leave Credits

Each employee of the police department shall acquire twelve (12) hours of sick leave credit for each month of service rendered, not exceeding an aggregate of 144 hours per calendar year. The employees on an eight (8) hour day schedule shall accumulate eight (8) hours per month, not exceeding an aggregate of 96 hours per calendar year.

An employee's accumulated unused sick leave credits at the end of the calendar year shall be carried forward.

Employees hired on or after January 1, 2013, will have 72 hours of sick leave. Please see Attachment A-1, A-2 and A-3.

31.2: Charges Against Credits

Charges against sick leave credits shall apply as follows:

1. Sick Leave. An employee shall be entitled to charge sick leave credits for illness at a rate of one sick leave credit for each duty day missed, subject to 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 Command Officer of such illness in advance of the commencement of their shift.

2. Retirement. In the event an employee retires, they shall receive compensation in a sum equivalent to 50% of their accumulated unused sick leave credits. This amount shall be paid at their prevailing salary grade.
3. Loss of Credits. An employee on a leave of absence without pay does not earn sick leave or vacation credits.

31.3: Personal Leave

An employee shall be entitled to charge up to four (4) days or 48 hours per year for personal business. The personal leave days are not to be accumulated; must be used within the year they are allocated and are not to be paid for if not used during the fiscal year. Employees hired on or after January 1, 2013 will have three (3) days or 36 hours per year for personal business.

New hires personal leave will be credited on a pro-rated basis according to their date of employment. For example - An employee earns 1.38 hours (36 hours/26 pay periods) per biweekly pay period. Employee's date of employment is January 1 (13 pay periods left until June 30 (end of fiscal year)) $13 \times 1.38 \text{ hours} = 17.94 \text{ hours}$. The new employee would be credited 18 hours of personal time to use during the remaining fiscal year (time is rounded to the nearest .25). Please see Attachment A-1, A-2 and A-3.

31.4: Family and Medical Leave Provision

An employee may be given a leave of absence, at the employee's request, not to exceed twelve (12) weeks, provided the employee provides the Employer with medical certification from a qualified physician of the necessity of such absence, for the following:

1. to care for a newborn, a newly adopted, or foster child;
2. to care for a seriously ill child, spouse or parent; or
3. because of the employee's own serious health condition

The certification must also state the need for the employee to care for the family member. In cases where the leave is foreseeable because it is due to the birth, adoption or placement of a child or planned medical treatment, the Act requires the employee to provide 30 days notice, as is practicable, prior to the start of the leave. The Employer may request additional medical certification at any time during said twelve (12) week period to substantiate the necessity for continued leave, but at no time shall said leave exceed twelve (12) weeks unless said extension is approved by the Employer.

The Employer may require, at its expense, a second opinion by 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 employment terms and conditions.

The employee prior to or immediately upon commencement of the leave 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. The employee will maintain his/her seniority.

The Employer agrees to continue payment of health, dental, optical and life insurance for a total of twelve (12) weeks, beginning with the date the leave commences. During this leave, the employee will not earn or accrue any other benefits provided for in this contract.

31.5: Light Duty

It is agreed that light duty, if available, will be granted and limited to a maximum of 60 calendar days for off-duty injury or pregnancy, provided the officer is qualified for the position. It is agreed that nothing in this article obligates the City to create a light duty position in order to comply with this article.

ARTICLE XXXII - VACATION LEAVE TIME

32.1: Accumulation of Vacation

Effective on the employee's anniversary date, he/she shall be eligible for annual vacation leave with pay on the following basis:

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

Employees hired on or after January 1, 2013 shall be eligible for the following annual Vacation leave with pay:

Completion of one to four years of service	80 hours
Completion of five to fourteen years of service	120 hours
Completion of fifteen to nineteen years of service	144 hours
Completion of 20 + years of service	160 hours

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

32.2: Carryover of Vacation Hours

At the end of a calendar year, no officer 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 officer's regular hourly rate of pay.

Officers, who have applied for retirement, may cashout any hours over the annual entitlement, prior to their retirement effective date.

32.3 Vacation Schedule

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 winter vacation schedule (January through June) and summer vacation schedule (July through December) shall be maintained.
2. Vacation sign up for a summer vacation shall commence immediately following the bi-annual shift bid that takes effect in July.
3. Vacation sign up for a winter vacation shall commence immediately following the bi-annual shift bid that takes effect in January.
4. Existing employees shall be allowed to bid up to 4 weeks of vacation, with up to 2 weeks for each vacation bid based on the semi-annual shift bids. The process of bidding said vacations shall remain in effect as stated below under Field Services Bureau and Administrative Services Bureau with the exception that only up to 4 weeks of vacation a year can be bid upon. Five weeks of vacation will be restored after 2.5 years (January 1, 2015). Both parties agree to reserve the right to revisit this after 2 ½ years starting from the July 1, 2012.

Field Services Bureau

1. Each officer of the bureau, by Platoon and 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. In the event of a staffing shortage (i.e. less than 20 officers assigned to the Road Patrol), the Department reserves the right to return to vacation bidding by Team (rotation).
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 of 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 of 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 Deputy 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.
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.) not assigned to Platoons 1 & 2 shall have an opportunity, collectively by seniority, to sign up for either one consecutive two week vacation or a single one week summer or winter vacation. This does not apply to undercover/plain clothes concept teams, such as LAWNET, Auto theft, etc.
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 of 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 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 (compensatory, personal, vacation, administrative, etc.). Optional leave requests, as always, may be granted at the discretion of the Deputy 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.
6. The Chief or his/her designee retains the right to rescind optional time off in conditions of emergency and/or extreme staffing shortages.

32.4: Vacation Periods

Vacation periods shall run on a calendar year basis. Provided no command officers are scheduled off during a certain vacation period, one police officer may be granted that vacation period off in place of the command officer slot, with prior approval from the division command officer. Such permission shall not be unreasonably withheld.

32.5: Cash-In of Vacation

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

32.6: Court During Vacation

In the event an officer or detective is required to appear in circuit court on their vacation day off, the Chief shall authorize the cancellation of the vacation day and the officer or detective shall be allowed to reschedule the day off at a later date in compliance with vacation scheduling procedure. This section shall not apply, when an officer or detective through his or her own volition schedules a court appearance in district court.

ARTICLE XXXIII - HOLIDAYS

33.1: 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 |
| July Fourth | Christmas Day |
| Martin Luther King, Jr.'s Birthday | |

33.2: Scheduled Work on Holidays

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

33.3: Compensation for Holidays (12 Hour Schedule)

Effective January 1, 2012, all full time Police Officers and Public Safety Officers shall be paid according to the schedule below:

POLICE OFFICERS	Pay Step/Grade	Annual Holiday Pay
	P01-1A	\$1,800
	P01-1	\$1,800
	P01-2	\$2,050
	P01-3	\$2,050
	P01-4	\$2,050
	P01-5	\$2,250
	P03-1	\$2,650

PUBLIC SAFETY OFFICERS	Pay Step/Grade	Annual Holiday Pay
	PS01-1A	\$1,800
	PS01-1	\$1,800
	PS01-2	\$2,050
	PS01-3	\$2,050
	PS01-4	\$2,050
	PS01-5	\$2,250
	PS03-1A	\$2,650

The amount the officer receives will be pro-rated based on what pay step the officer is at during the actual holidays (e.g., an officer works 5 holidays at pay/step PO1-4 and 6 holidays at pay/step PO1-5, they will receive 5 holidays at the pay/step PO1-4 rate of \$186.36/holiday (\$2,050/11 holidays) and 6 holidays at \$204.55/holiday (\$2,250/11 holidays).

The above holiday pay will be paid on the first pay day of November of each calendar year.

New employees shall have the holiday pay pro-rated and will be paid for holidays that occur after the employee's date of employment with the City and until the end of that calendar year (e.g. employee's hire date is July 1, on the first pay in November they will receive holiday pay for 6 Holidays, 6 X \$163.64/holiday (\$1,800/11) = \$981.82).

33.4: Compensation for Holidays (Modified 8 Hour Schedule)

Employees on a modified eight (8) hour schedule are required to work all holidays as scheduled, unless they take optional leave time.

33.5: Separation from Employment

Employees leaving the City employment shall have the holiday pay pro-rated and will be paid for holidays that occur after the first of the calendar year and up until the employee's last date of employment (e.g., if employee's last date of employment is July 1, they will receive holiday pay for 5 holidays, 5 X \$163.64/holiday (\$1,800/11) = \$818.18).

ARTICLE XXXIV - FUNERAL LEAVE

34.1: Length of Leave

An employee on the 12 hour shift shall be allowed 36 hours as funeral leave not to be deducted from sick or vacation leave, for a death in the immediate family. An employee on the 8 hour shift shall be allowed 32 hours as funeral leave not to be deducted from sick or vacation leave, for a death in the immediate family. An employee will be allowed 24 hours (2 days) for funeral leave for an aunt, uncle, or member of employee's household not covered by the definition of immediate family.

34.2: Definition of 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 employee's 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 only be allowed one (1) funeral leave day not to be deducted from the sick or vacation leave.

ARTICLE XXXV - SAFETY PROCEDURES

35.1: Employer Responsibilities

The City of Ypsilanti shall furnish and maintain a safe working environment. In doing this the City shall comply with occupational safety and health standards.

35.2: Employee Responsibilities

Each employee shall also be responsible for complying with occupational safety and health standards. No employee shall in any way alter a safety device or interfere with the use of a safety device. Employees shall follow safety rules, and use all safeguards and safety equipment and make safety a part of their job.

ARTICLE XXXVI - MAINTENANCE OF CONDITIONS

Wages, hours of work, overtime differentials, shift selection system and other economic conditions as set forth in this agreement shall, except as improved herein, be maintained during the term of this agreement. The City shall make no unilateral changes in wages, hours of work and other economic conditions set forth in this agreement or contrary to this agreement. This agreement shall supersede any rules and regulations covering the police department. The parties further agree that all provisions of the City Charter, ordinances and resolutions of the City Council as amended from time to time, relating to the conditions set forth in this Article related to the working conditions and compensation of police officers are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

ARTICLE XXXVII - CONTRACT DISTRIBUTION

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

ARTICLE XXXVIII - SENIOR PATROL OFFICER

A senior patrol officer can assist the command officer on duty performing limited supervisory duties without a pay adjustment for a consecutive period of up to seven (7) days provided said senior patrol officer is qualified to assist the command officer. Such work is usually assigned when a command officer is on vacation, absences due to illness or similar short-term absences.

ARTICLE XXXIX - SPECIAL CONFERENCES

39.1: Scheduling Conferences

Special conferences on important matters such as interpretation of this Agreement may be arranged between the Local President and the Employer's designated representatives upon the request of either party.

39.2: Agenda

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.

39.3: Chain of Command

Special conferences shall not be requested by the Union to circumvent the chain of command in the police department.

ARTICLE XXXX – SIGNING BONUS

The 21 current members of the POAM as of 07/19/2014, who are still actively employed by the City as of the date of ratification by all parties, will receive a onetime not added to the base pay signing bonus of \$500 after the contract has been ratified by all parties.

DISPATCHER ADDENDUM

The P.O.A.M. (Police Officers Association of Michigan) and the City of Ypsilanti have signed a letter of agreement dated December 15, 2009, to contract out the Dispatcher services to Washtenaw County.

PART-TIME POLICE OFFICER CONTRACT ADDENDUM

The City shall have the right to utilize part-time, seasonal part-time and/or reserve officers to perform any available work, provided the part-time employee does not exceed an average of up to thirty-two (32) hours of work for the week, in a biweekly period.

- A. Part-time police officers are expected to be available to work an average of up to thirty-two (32) hours per week, in a bi-weekly period, with the understanding that they may be assigned to any and all shifts.
- B. There shall be no regular workday or regular work period for part-time police officers.
- C. Foreseen vacancies will be offered to full-time and part-time officers on as close to a 50/50 basis as practicable. If a sufficient number of full-time officers do not sign up for the allotted number of vacancies, the vacancies may be filled by part-time officers.
- D. Unforeseen Road Patrol vacancies will be offered first to full-time officers. If the vacancy remains unfilled, it may be offered or assigned to a part-time officer before a full-time officer is ordered to fill the vacancy.
- E. If a team is left with less than four (4) officers for less than two (2) weeks due to vacation or injury, and the Department deems it necessary to fill that vacancy, the Department agrees to fill the first vacancy by offering it on an overtime basis to full-time officers before it is filled by a part-time officer. After the first vacancy for a two (2) week period is filled, additional vacancies may be filled by part-time officers at the discretion of the Chief.

If a team is left with less than four (4) officers for more than two (2) weeks, the vacancy may be filled by a part-time officer at the discretion of the Chief. It is agreed that if multiple officers take consecutive vacations that total more than two (2) weeks, that does not constitute a vacancy period of "more than two (2) weeks" for purposes of this provision.
- F. Part-time police officers may be assigned to special events such as, but not limited to, parades, festivals and like activities at the discretion of the Chief of Police.
- G. Part-time police officers will not be assigned to any special units or work groups (e.g. DB, NPT, G-CAT, etc.) for more than one (1) pay period, without the consent of the Union.
- H. Each part-time police officer shall receive from the City a uniform allocation. The City will replace necessary uniform items, on an as-needed basis. Should a part-time police officer leave the employ of the City, he/she shall return all uniforms.

- I. The Ypsilanti Police Department (YPD) will be allowed to employ two part-time police officers. The maximum of two (2) part-time officers shall be based on twenty (20) full-time police officers within the P.O.A.M. unit regardless of assignment with the YPD.
- J. No new part-time officers will be hired at times when the Department is below its full authorized strength.
- K. The City will have the ability to use part-time officers as long as no lay-offs are in effect. All part-time police officers will be laid off before any full-time police officers, regardless of any ratio language.
- L. Part-time police officers will be paid at an hourly rate equal to the hourly rate of a 2-year police officer (PO1-3). Part-time police officers will not be entitled to pension, medical, sick time, vacation or other fringe benefits.
- M. Part-time police officers are not covered by the collective bargaining agreement and are considered casual irregular at will employees. They work at the discretion of the Chief of Police.

MEMORADNUM OF AGREEMENT

IT IS AGREED by and between the City of Ypsilanti (the "City") and the Police Officers Association of Michigan (the "Union") as follows:

1. The parties have reached tentative agreement on a new collective bargaining agreement for the time period from July 1, 2012 to June 30, 2016. However, the City has asked for clarification of certain sections of the Part-Time Police Officer Contract Addendum.
2. As to the sentence in Paragraph I of the Part-Time Police Officer Contract Addendum which states "The City will only be obligated to reduce the number of part-time officers based on a reduction in the number of full-time officers if the full-time position remains unfilled for a period of at least sixty (60) days," the parties agree as follows:
 - a. That sentence shall be read as only applying to the full-time officers assigned to road patrol.
 - b. The parties recognize that the sixty (60) day limit may prove impractical due to the need to recruit and screen qualified employees. Therefore, the parties agree that, for the purposes of Paragraph I, a position shall not be considered to be "unfilled" so long as the City is taking ascertainable, good-faith actions to fill the position.
 - c. For the purposes of Paragraph I, an officer who is on any form of leave or is attending training, including training to become qualified as a Public Safety Officer, shall be counted as being assigned to Road Patrol and his/her position shall not be considered to be "unfilled."
3. The parties agree that the phrase "full authorized strength" as used in Paragraph J of the Part-Time Police Officer Contract Addendum refers to the number of Police Department positions stated in the City's annual budget, without regard to any changes during the course of a fiscal year.
4. This Memorandum of Agreement shall only take effect upon the ratification of the July 1, 2012 to June 30, 2016 agreement by the City Council and the Union.
5. This Memorandum of Agreement constitutes the entire understanding and agreement of the parties as to the matters addressed above, and no other agreement as to these matters shall be binding unless in writing and signed by all the parties.

THE CITY OF YPSILANTI

POLICE OFFICERS ASSOCIATION OF MICHIGAN

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

PUBLIC SAFETY OFFICER CONTRACT ADDENDUM

The City shall have the right to utilize a Public Safety Officer to perform public safety functions as set forth in the Ypsilanti Job Description of Public Safety Officer. Issues not addressed in this addendum shall default to the language presented within this POAM contract.

Should the City, in its sole discretion, elect to transition to a Public Safety Department, both parties agree to discuss issues pertaining to the public safety transition, such as but not limited to overtime, scheduling, training, and shift assignments. However, these discussions shall no way impede the City's implementation of the PSO Classification. The number of Public Safety Officers hired and maintained is an exclusive management right decision.

Job Bid Assignments to the Position of Public Safety Officer

- A. All Police Officers who have successfully completed the requirements for Firefighter I & II and First Responder Certification in accordance with the standards established by the State of Michigan's Firefighters Training Council shall be assigned to the position of Public Safety Officer at the discretion of the Public Safety Director and or Chief of Police or his/her designee. In such position, they shall perform additional fire suppression and hazardous incident intervention duties as directed by the Employer. For performing these duties, the Officers shall receive a 7% wage increase above the Police Officer Wage Scale as indicated in Attachment B.

Training to the Position of Public Safety Officer

- B. All Police Officers who have not previously attended Firefighter I & II and First Responder training, may be directed to enroll in the Michigan Firefighters Training Council and First Responder Training programs, at the sole discretion of the Public Safety Director and/or Chief of Police or his or her designee. Police Officers who attend such training during their regular scheduled hours of work shall be compensated at straight time rates. Those who attend outside of their regularly scheduled hours of work shall be compensated at overtime rates. Meals and mileage expenses shall be covered as provided in this Agreement. Upon receipt of certification for Firefighter I & II and First Responder trainings in accordance with the standards established by the State of Michigan's Firefighters Training Council, the Police Officer may, at the sole discretion of the City, be appointed to the position of Public Safety Officer. By authorization from the Public Safety Director and/or Police Chief and his/her designee, the Public Safety Officer shall perform such duties and be compensated as provided for in Paragraph (a) above.
- C. The training cost of cross-training Police Officers for proper Firefighter I & II and First Responder Certification shall be incurred by the employer. The Police Officer who is enrolled but does not successfully obtain their certification shall be given a second opportunity at the sole discretion of the Public Safety Director or Police Chief or his or her designee, with the employer paying half the cost of the training and the employee paying the other half which would be electronically deducted from payroll.
- D. Those who do not enroll in the Firefighter I & II and First Responder training, or those who enrolled but do not successfully obtain their certification shall remain in the position of Police Officer.
- E. Seniority for Police Officers and Public Safety Officers shall be established according to Article XI. Police Officer and Public Safety Officer shall maintain the same Classification Seniority.

- F. Training and certification of Police Officers shall commence with the lowest seniority first. The Police Officer shall be in good standing within the department and have a minimum of one (1) year of road patrol/field services experience. The Public Safety Director and/or Police Chief, reserves the right to train and certify senior officer(s) at his/her discretion.
- G. All officers hired between January 1, 2005 and December 31, 2012, will be interviewed by police administration and the City Manager with union representation present to inquire as to their willingness to undertake the necessary training to become a public safety officer (Fire Fighter I & II and First Responder).

All police officers of the department will be given the opportunity to be interviewed by the police administration and the City Manager with union representation present, to express their interest in transitioning from a police officer to a public safety officer.

Those individuals who express a strong desire to become a public safety officer will be given consideration to receive training at the sole discretion of the City. The POAM union leadership will do everything in their power to support and encourage the above referenced officers in the transition from police officer to public safety officer.

All police officers that receive and pass the training/classes to become a public safety officer will be required to continue their employment with the City of Ypsilanti for a minimum of 4 years unless laid off by the City. If they leave prior to their 4 years, they will be required to reimburse the City of Ypsilanti for their classes/training in Fire Fighter I & II and First responder.

- H. The City shall provide newly established public safety officers with the appropriate uniforms, turnout gear and equipment. A detailed list of the above referenced items will be incorporated into this contract at a later date.

ATTACHMENT A - 1

P.O.A.M. BENEFITS for POLICE OFFICERS HIRED ON OR AFTER JULY 1, 2012 (UPDATED 5/28/2014)						
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 33 in POAM Union Contract)						
Sick Days – 72 hours or 6 days per year						
Personal Days – 36 hours or 3 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% multiplier						
Age at Retirement – 25 years of service at any age						
Upon retirement, the employee receives 50% of his/her accumulated sick time at the employees prevailing wage.						
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						
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Health Care Waiver – Single</td> <td style="text-align: right;">\$2000</td> </tr> <tr> <td style="text-align: center;">2 Person</td> <td style="text-align: right;">\$4000</td> </tr> <tr> <td style="text-align: center;">Family</td> <td style="text-align: right;">\$5000</td> </tr> </table>	Health Care Waiver – Single	\$2000	2 Person	\$4000	Family	\$5000
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: \$60,000						
Flexible Spending Account (Employee Contribution only; no contribution by the City)						
The Overtime Adjustment Bonus included in the new POAM contract effective July 1, 2012 will not be paid to employees hired after July 1, 2012 until they reach the pay classification of either PO1-3 or PSO1-3.						
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 POAM 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 XXXIII - HOLIDAYS

33.1: 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
July Fourth	Christmas Day
Martin Luther King, Jr.'s Birthday	

33.2: Scheduled Work on Holidays

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

33.3: Compensation for Holidays (12 Hour Schedule)

Effective January 1, 2012, all full time Police Officers and Public Safety Officers shall be paid according to the schedule below:

Pay Step/Grade Annual Holiday Pay

P01-1A	\$1,800
P01-1	\$1,800
P01-2	\$2,050
P01-3	\$2,050
P01-4	\$2,050
P01-5	\$2,250
P03-1	\$2,650

Pay Step/Grade Annual Holiday Pay

PS01-1A	\$1,800
PS01-1	\$1,800
PS01-2	\$2,050
PS01-3	\$2,050
PS01-4	\$2,050
PS01-5	\$2,250
PS03-1A	\$2,650

The amount the officer receives will be pro-rated based on what pay step the officer is at during the actual holidays (e.g., an officer works 5 holidays at pay/step PO1-4 and 6 holidays at pay/step PO1-5, they will receive 5 holidays at the pay/step PO1-4 rate of \$186.36/holiday ($\$2,050/11$ holidays) and 6 holidays at \$204.55/holiday ($\$2,250/11$ holidays).

The above holiday pay will be paid on the first pay day of November of each calendar year.

New employees shall have the holiday pay pro-rated and will be paid for holidays that occur after the employee's date of employment with the City and until the end of that calendar year (e.g. employee's hire date is July 1, on the first pay in November they will receive holiday pay for 6 Holidays, $6 \times \$163.64/\text{holiday}$ ($\$1,800/11$) = \$981.82).

ATTACHMENT A - 2

P.O.A.M. BENEFITS for POLICE OFFICERS HIRED ON OR AFTER JULY 1, 2009 BUT PRIOR TO JUNE 30, 2012 (UPDATED 5/28/2014)	
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 attached schedule of payments in Article 33 in POAM Union Contract)	
Sick Days – 144 hours or 12 days per year	
Personal Days – 48 hours or 4 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 50% of his/her accumulated sick time at the employees prevailing wage.	
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011.	
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 attached Section 22.1 of the POAM Contract)	
Life Insurance: \$60,000	
Flexible Spending Account (Employee Contribution only; no contribution by the City)	
The Overtime Adjustment Bonus included in the POAM contract effective July 1, 2012.	
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 POAM Contract.**

ARTICLE XXXIII - HOLIDAYS

33.1: 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
July Fourth	Christmas Day
Martin Luther King, Jr.'s Birthday	

33.2: Scheduled Work on Holidays

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33.3: Compensation for Holidays (12 Hour Schedule)

Effective January 1, 2012, all full time Police Officers and Public Safety Officers shall be paid according to the schedule below:

Pay Step/Grade Annual Holiday Pay

P01-1A	\$1,800
P01-1	\$1,800
P01-2	\$2,050
P01-3	\$2,050
P01-4	\$2,050
P01-5	\$2,250
P03-1	\$2,650

Pay Step/Grade Annual Holiday Pay

PS01-1A	\$1,800
PS01-1	\$1,800
PS01-2	\$2,050
PS01-3	\$2,050
PS01-4	\$2,050
PS01-5	\$2,250
PS03-1A	\$2,650

The amount the officer receives will be pro-rated based on what pay step the officer is at during the actual holidays (e.g., an officer works 5 holidays at pay/step PO1-4 and 6 holidays at pay/step PO1-5, they will receive 5 holidays at the pay/step PO1-4 rate of \$186.36/holiday (\$2,050/11 holidays) and 6 holidays at \$204.55/holiday (\$2,250/11 holidays).

The above holiday pay will be paid on the first pay day of November of each calendar year.

New employees shall have the holiday pay pro-rated and will be paid for holidays that occur after the employee's date of employment with the City and until the end of that calendar year (e.g. employee's hire date is July 1, on the first pay in November they will receive holiday pay for 6 Holidays, 6 X \$163.64/holiday (\$1,800/11) = \$981.82).

22.1: Health Care Coverage

Health Insurance:

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

Prescription Drug: \$10/\$40 co-pay for employees hired after July 1, 2009.

CO-PAYS: There will be a doctor's office visit co-pay of \$30. In addition, the City will continue to offer a Flexible Spending Account (FSA) for full-time employees with the employees being the sole contributor to their FSA. 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)

Dental Coverage 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 Coverage: Any employee hired after July 1, 2009, and wishes to have vision coverage, may purchase this at the employee's own expense at the group rate.

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

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.

ATTACHMENT A-3

P.O.A.M. BENEFITS for POLICE OFFICERS HIRED ON OR BEFORE JULY 1, 2009 (UPDATED 5/28/2014)	
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 attached schedule of payments in Article 33 in POAM Union Contract)	
Sick Days – 144 hours or 12 days per year	
Personal Days – 48 hours or 4 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 50% of his/her accumulated sick time at the employees prevailing wage.	
Health Care – Employee contributions toward medical and prescription drug coverage shall be governed by PA 152 of 2011.	
Prescription Drug: \$10/\$20 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 Section 22.1 of the POAM Contract)	
Retiree Health Care is a defined benefit plan (See attached Section 22.1 of the POAM Contract)	
Life Insurance: \$60,000	
Flexible Spending Account (Employee Contribution only; no contribution by the City)	
The Overtime Adjustment Bonus included in the POAM contract effective July 1, 2012.	
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 POAM Contract.**

ARTICLE XXXIII - HOLIDAYS

33.1: 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
July Fourth	Christmas Day
Martin Luther King, Jr.'s Birthday	

33.2: Scheduled Work on Holidays

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

33.3: Compensation for Holidays (12 Hour Schedule)

Effective January 1, 2012, all full time Police Officers and Public Safety Officers shall be paid according to the schedule below:

Pay Step/Grade	Annual Holiday Pay
P01-1A	\$1,800
P01-1	\$1,800
P01-2	\$2,050
P01-3	\$2,050
P01-4	\$2,050
P01-5	\$2,250
P03-1	\$2,650

Pay Step/Grade	Annual Holiday Pay
PS01-1A	\$1,800
PS01-1	\$1,800
PS01-2	\$2,050
PS01-3	\$2,050
PS01-4	\$2,050
PS01-5	\$2,250
PS03-1A	\$2,650

The amount the officer receives will be pro-rated based on what pay step the officer is at during the actual holidays (e.g., an officer works 5 holidays at pay/step PO1-4 and 6 holidays at pay/step PO1-5, they will receive 5 holidays at the pay/step PO1-4 rate of \$186.36/holiday (\$2,050/11 holidays) and 6 holidays at \$204.55/holiday (\$2,250/11 holidays).

The above holiday pay will be paid on the first pay day of November of each calendar year.

New employees shall have the holiday pay pro-rated and will be paid for holidays that occur after the employee's date of employment with the City and until the end of that calendar year (e.g. employee's hire date is July 1, on the first pay in November they will receive holiday pay for 6 Holidays, 6 X \$163.64/holiday (\$1,800/11) = \$981.82).

22.1: Health Care Coverage

Health Insurance:

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

Prescription Drug: Employees hired on or before July 1, 2009, will have a \$10/\$20 co-pay for prescription drugs.

CO-PAYS: There will be a doctor's office visit co-pay of \$30. In addition, the City will continue to offer a Flexible Spending Account (FSA) for full-time employees with the employees being the sole contributor to their FSA. 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)

Dental coverage 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 COVERAGE: Employees hired prior to July 1, 2009, a modest increase in the quality of the vision insurance will also go into effect (See Attachment D).

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

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.

POAM Pay Scale - Attachment B

New and Current

Officers

Effective July 1, 2014 to

June 30, 2017

New Start Step for

Police Officer

Step	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
Pay Grade	\$40,889	\$42,153	\$44,764	\$47,362,	\$50,213	\$54,671	\$63,047

PSO PREMIUM POLICE/FIRE I, FIRE II/EMT ADDITIONAL 7% TO THE ABOVE SCALE

Step	PSO-1A	PSO1-1	PSO1-2	PSO1-3	PSO1-4	PSO1-5	PSO3-1A
Pay Grade	\$43,751	\$45,105	\$47,897	\$50,678	\$53,728	\$58,498	\$67,461

All step raises will take place on July 1 of each year. Employees hired will make this adjustment in the first year of employment. The employee will receive the actual payment of the step raise at their anniversary date, but will not technically be at that step until July 1 and then will receive the step raise on July 1 every year afterwards. (Example: An employee is hired on April 1st. The employee will receive the actual payments moving from PO1-1A to PO1-1 on the following April 1st, however will not be classified as a PO1-1 until July 1st).

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

The rates illustrated include MECA's administrative service fee.

Letter of Understanding
Police Officers Association of Michigan
and
City of Ypsilanti

The Police Officers Association of Michigan ("the Union") and the City of Ypsilanti ("the City") agree to the following change in the collective bargaining agreement dated July 1, 2012 and ending June 30, 2014, that is in full force and effect.

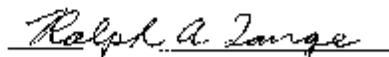
APPENDIX C

E. DROP BENEFIT

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. The employee will be paid for all unused Compensatory time as if they had left the City's employ on their DROP date. His/her retirement contribution will be deducted as required by the contract in order for this amount to be included in the FAC calculation. ~~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.~~

~~Effective with employees who enter the DROP on or after July 1, 2012, AFC shall only include payments for accumulated time and/or "separation buyout monies" (to the extent such payment is included in AFC under the collective bargaining agreement or other governing documents) which were received by the employee prior to the employee entering the DROP. Any payment for accumulated time and/or "separation buyout monies" received by such employee after he/she enters the DROP shall not be included in AFC, regardless of when the leave time was accumulated.~~


 Robert Peto, POAM President


 Ralph A. Lange, City Manager

05/01/2013
 Date

5-1-2013
 Date

MEMORANDUM OF AGREEMENT

IT IS AGREED by and between the City of Ypsilanti (the "City") and the Police Officers Association of Michigan (the "Union") as follows:

1. The parties have reached tentative agreement on a new collective bargaining agreement for the time period from July 1, 2012 to June 30, 2016. However, the City has asked for clarification of certain sections of the Part-Time Police Officer Contract Addendum.
2. As to the sentence in Paragraph I of the Part-Time Police Officer Contract Addendum which states "The City will only be obligated to reduce the number of part-time officers based on a reduction in the number of full-time officers if the full-time position remains unfilled for a period of at least sixty (60) days," the parties agree as follows:
 - a. That sentence shall be read as only applying to the full-time officers assigned to road patrol.
 - b. The parties recognize that the sixty (60) day limit may prove impractical due to the need to recruit and screen qualified employees. Therefore, the parties agree that, for the purposes of Paragraph I, a position shall not be considered to be "unfilled" so long as the City is taking ascertainable, good-faith actions to fill the position.
 - c. For the purposes of Paragraph I, an officer who is on any form of leave or is attending training, including training to become qualified as a Public Safety Officer, shall be counted as being assigned to Road Patrol and his/her position shall not be considered to be "unfilled."
3. The parties agree that the phrase "full authorized strength" as used in Paragraph J of the Part-Time Police Officer Contract Addendum refers to the number of Police Department positions stated in the City's annual budget, without regard to any changes during the course of a fiscal year.
4. This Memorandum of Agreement shall only take effect upon the ratification of the July 1, 2012 to June 30, 2016 agreement by the City Council and the Union.
5. This Memorandum of Agreement constitutes the entire understanding and agreement of the parties as to the matters addressed above, and no other agreement as to these matters shall be binding unless in writing and signed by all the parties.

THE CITY OF YPSILANTI

By: Ralph A. Lange

Its: _____

Dated: 04-17-2013

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

By: [Signature]

Its: _____

Dated: 04/17/2013



City of Ypsilanti

Police Department

Letter of Understanding

City of Ypsilanti and Police Officers Association of Michigan

On December 15, 2009 City Council approved a contract with Washtenaw County for dispatch services, pending approval from the Police Officers Association of Michigan (POAM).

The POAM has agreed to allow the City of Ypsilanti to contract with Washtenaw County Office of the Sheriff (WCOS) for police dispatch services and Huron Valley Ambulance for fire dispatch services. It is understood in this agreement that Washtenaw County has agreed to retain the four POAM dispatchers as employees of Washtenaw County. POAM also understands that the four dispatchers will receive the attached benefits at WCOS.

Robert Peto
YPOA President

Amy Walker
Chief of Police

Ed Koryzno
City Manager

April McGrath
Director, Administrative Services

1/11/10



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

CITY OF YPSILANTI, MICHIGAN
A MUNICIPAL CORPORATION

POLICE OFFICERS' ASSOCIATION
OF MICHIGAN

By: Paul Schrelber
Paul Schrelber, Mayor

By: William Birdseye
William Birdseye, Business Agent

Frances McMullan
Frances McMullan
City Clerk

Robert Peto
Robert Peto
Union President

Anthony DeGlusti
Anthony DeGlusti
Chief of Police

On September 24, 2014
Date

On SEPTEMBER 10, 2014
Date

APPROVED AS TO FORM:

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

On September 16, 2014
Date

EXHIBIT B – ILLUSTRATION OF 28 DAY CYCLE

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 C- Summary of Benefits



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 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 www.bcbsm.com 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. If you aren't clear about any of the undeline 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
	Services You May Need	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	40% co-insurance after deductible	---none---
	Specialist visit	\$30 co-pay	40% co-insurance after deductible	---none---
	Other practitioner office visit	No charge for Chiropractor and osteopathic manipulative therapy	40% co-insurance after deductible 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
	Preventive care/screening/immunization	No Charge	Not Covered	---none---
If you have a test	Diagnostic test (x-ray, blood work)	20% co-insurance after deductible	40% co-insurance after deductible	---none---
	Imaging (CT/PET scans, MRIs)	20% co-insurance after deductible	40% co-insurance after deductible	---none---
If you need drugs to treat your illness or condition For more information about prescription drug coverage (if applicable), contact your plan administrator.	Generic or prescribed over-the-counter drugs	Not covered	Not covered	For information on women's contraceptive coverage, contact your plan administrator.
	Formulary (preferred) brand-name drugs	Not covered	Not covered	---none---
	Nonformulary (nonpreferred) brand-name drugs	Not covered	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---
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>Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)</p> <ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) • Hearing aids • Infertility treatment • Long-term care • Routine eye care (Adult) • Routine foot care • Weight loss programs
<p>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.)</p> <ul style="list-style-type: none"> • Bariatric surgery • Chiropractic care • Coverage provided outside the United States. See http://provider.bcbs.com • 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. • Non-Emergency care when traveling outside the U.S. • Private-duty nursing

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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccmis.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 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'dahii'gii biniit'ceehgo eeh'doodago di'naaltsoo bikaigiti bichi'hoodilhi.

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
Total	\$7,540

Patient pays:

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

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

- Amount owed to providers: \$5,400
- Plan pays \$50
- 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
Total	\$5,400

Patient pays:

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

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. 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/SBCUuniformGlossary.pdf> or call the number on the back of your BCBSM ID card to request a copy.