

AGREEMENT
BETWEEN
THE CITY OF YPSILANTI
AND
POLICE OFFICERS' ASSOCIATION OF MICHIGAN
January 1, 2019 THROUGH December 31, 2022



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ARTICLE I - AGREEMENT

1.1: This Agreement entered into January 1, 2019, between the City of Ypsilanti, Michigan (hereinafter referred to as the "Employer" or the "City"), and the Police Officers Association of Michigan (hereinafter referred to as the "Union"), existing under the laws of the State of Michigan. This Agreement shall remain in force and in effect from January 1, 2019 through December 31, 2022.

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, and national origin or any other classification protected by federal, state or City of Ypsilanti law.

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: 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.

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- AUTHORIZATION FOR DUES/FEES DEDUCTION

5.1: Collection of Dues

A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

5.2: Certification of Dues/Fees

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

5.3: Deduction of Dues

Deduction of dues/fees shall be remitted to the Union at 27056 Joy Road, Redford, MI, 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

5.4: Correction of Dues Deduction Error

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

5.5: Indemnification

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

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. The City shall be notified in writing by the Union of any changes in the composition of the committee. 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 shall verbally discuss the issue with 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 a verbal response 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 the employee desires to carry the matter further, the employee must file a grievance in accordance with 7.2 of this Article. City observed holidays and official closings are exempt from filing/response timelines.

Step I.

An employee's grievance shall be submitted in writing to the Chief of Police. 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 Chief of Police within ten (10) working days after the occurrence of the event upon which said grievance is based or within ten (10) working days of when the employee should have become aware of the facts upon which it is based. If such written request is made, the Chief of Police, or someone designated by the Chief, shall meet with the grievant(s) and Union representative within seven (7) working days after receipt of the request to consider the

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

Step II.

If the grievance is not resolved at Step I, the aggrieved employee, or the employee's 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 the City Manager's designee, shall present an answer in writing to the aggrieved employee, the YPOA and the POAM.

Step III.

If the grievance is not resolved at Step II 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.

After delivery of a request for binding arbitration, the parties will attempt to mutually agree on an arbitrator. 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) calendar days after the expiration of the five (5) working day period provided for mutual agreement. If an arbitrator is selected through FMCS, the arbitrator shall conduct proceedings in accordance with the rules of FMCS. No out of state arbitrators shall be selected. (It is agreed that if either party has objection to the use of FMCS, the parties will use the American Arbitration Association exclusively.), and said arbitrator shall thereafter conduct proceedings in accordance with the rules of the American Arbitration Association.

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 of the Union to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the Employer at the last Step. If the Employer fails to comply with the time limits the matter shall immediately move to the next step of the grievance process.

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) working days the employee or his/her representative or both may commence the grievance procedure at Step II.

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 II 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 8 may be extended by mutual written agreement.
- D. Notwithstanding anything in this provision, the City reserves the right to issue verbal or written reprimands without recourse to the process described in this Article. Verbal and written reprimands are not subject to the Grievance Procedure.

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. In issuing discipline, the Department shall not consider verbal or written warnings that occurred more than twenty-four (24) months prior to the incident currently under investigation, as part of progressive discipline. Furthermore, there shall be no limit on the right of the City to consider previously executed last chance agreements. Suspensions that occurred more than thirty-six (36) months prior to the incident currently under investigation shall not be considered in issuing discipline, except for incidents involving substance abuse, workplace violence or sexual/racial/ethnic harassment, all of which can be considered for the duration of the employee's employment.

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 under the terms of settlement or the arbitration award. 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

Employees shall have the right to review their personnel file pursuant to the Bullard-Plawecki Employee Right to Know Act. Employees shall be notified, as well as the union steward, when discipline is placed in the employee's personnel file

10.2: Disciplinary Action

An employee may submit a request to the Chief of Police that any verbal or written discipline over 24 months or any suspension over 36 months (except for incidents involving substance abuse, workplace violence or sexual/racial/ethnic harassment) 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. New hires are placed on the seniority lists first by pay steps and then in alphabetical order.

11.2: Definition

Seniority - Length of full-time service in a sworn position in the police department.

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 within (3) consecutive calendar days of 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.
- C. He or she is absent for three (3) consecutive working days without notifying the Chief or his or her designee.
- D. He or she has been laid off from the department for a period of thirty-six (36) consecutive months or the length of the employee's seniority, whichever is less.

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 for an Associates or Bachelor's degree, only 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 three (3) years from completion of the class for which reimbursement was obtained, reimbursement shall be refunded to the City. The City shall have the right to deduct any money owed to the City pursuant to this provision from the employee's final payout.

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. It is agreed that all employees will keep themselves in sufficiently good physical condition to perform all aspects of their job requirements.

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, he/she 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. The City shall have the right to deduct any money owed pursuant to this provision from the employee's final payout.

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 the 2017-2018 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 officer's 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. The City shall have the right to deduct any money owed pursuant to this provision from the employee's final payout.

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) calendar 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. In the event that the City implements a Public Safety Department, all employees hired after January 1, 2019, shall serve a probationary period extended from their date of hire to the one-year anniversary of the date they 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 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 shall be considered an "at-will" employee and shall not have recourse to the grievance procedure. 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 may enroll in either a Blue Care Network HMO plan ("BCN") (Exhibit C) or Simply Blue PPO ("Simply Blue") (Exhibit D).

Employee contributions toward health plan premium, prescription premium, and administrative costs shall be governed by PA 152 of 2011.

Since the City has elected the hard cap option for 2019, employee contributions shall be computed as follows: The City shall pre-fund the full amount of the employee's Health Savings Account (\$2,000 for single, \$4,000 for two person or family for the BCN HMO; \$3,000 for single, \$6,000 for two person or family for Simply Blue). The City shall pay the premium and all administrative costs up to the applicable hard cap limit (after accounting for its contribution to the employee's Health Savings Accounts) for either the BCN or Simply Blue plan. Employees shall pay all remaining costs above the hard cap limit, through payroll deduction. For calendar year 2019, employee contributions each pay period shall be:

	BCN	Simply Blue
Single	\$11.06	\$185.05
2 Person	\$75.18	\$477.34
Family	\$26.42	\$509.90

Employees who are hired after January 1st of any calendar year, shall receive a pro-rated amount of the City contribution to their Health Savings Account, based on the full months they will work in their initial year of employment, divided by twelve.

Employees who retire or otherwise separate from employment shall reimburse the City for its contribution to their Health Savings Accounts, based on the full months they actually worked in their final year of employment (included paid time off), divided by twelve. Repayment shall either be made by direct payment from the employee to the City, payroll deduction, or an offset from any final payments of accrued, unused vacation or sick time that the employee would otherwise receive, or some combination of these items. Payroll deduction shall not reduce the employee's hourly rate below the applicable federal and Michigan minimum wage.

In the event the City has either deducted too much or too little from employees' paychecks in any year of the Agreement, the City and Union shall meet in a special conference to determine an appropriate timeframe to correct any over-payments or under-payments.

Prescription Drug: Prescription drug co-pay for all employees shall be \$10/\$60/\$80.

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 items allowed by the IRS Rules & Guidelines.

Dental coverage will be provided to all bargaining unit employees as described in Attachment A.

Any employee hired on or after July 1, 2009 will no longer have **vision coverage** benefits. For those employees hired prior to July 1, 2009, vision insurance will be as described in Attachment B. Any employee hired after July 1, 2009, who wishes to have vision coverage, may purchase this at the employee's own expense at the group rate.

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

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 Health Insurance Coverage at Retirement

A: 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.

All pre-Medicare eligible retirees, who retire after January 1, 2019, for the duration this collective bargaining agreement, will be provided with medical, dental, vision and prescription drug insurance described in Section 22.1. However, the level of future medical, dental, vision or prescription drug coverage for pre-Medicare retirees, who retire after January 1, 2019, shall be modified to be identical to that provided to active employees under subsequent collective bargaining agreements. Such a modification shall not completely eliminate medical, dental, vision and prescription drug insurance for pre-Medicare eligible retirees; medical, dental, vision

and prescription drug insurance shall be continued for eligible retirees until they become eligible for Medicare. There shall be no further modification to pre-Medicare retiree health insurance or prescription drug coverage after the last "Tier 1" employee who was in the patrol officers' bargaining unit as of June 1, 2019 has ceased employment with the City. For purposes of Article 21.4, Sections A and B, a "Tier 1" employee is defined as a bargaining unit member who was hired by the City prior to July 1, 2012.

- B: Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage. All Medicare eligible retirees will be provided with a Medicare Advantage Plan, Medicare Plus Blue PPO Option 1, as secondary coverage to Medicare. However, the Medicare Advantage Plan for Medicare-eligible retirees, who retire after January 1, 2019, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements; such a modification shall not completely eliminate the Medicare Advantage Plan or prescription drug coverage for Medicare eligible retirees. There shall be no further modification to the Medicare Advantage Plan or prescription drug coverage after the last "Tier 1" employee who was in the patrol officers' bargaining unit as of June 1, 2019 has ceased employment with the City. Effective July 1, 2012, only the spouse and dependent at the time of the employee's retirement shall be eligible for the above City contribution.
- C: If a retiree eligible for retiree health insurance in Section A or B dies before his/her spouse, the spouse shall continue to receive the coverage described above. If a retiree in Section A or B becomes eligible for Medicare prior to his/her spouse, the retiree shall be enrolled in the Medicare Advantage Plan and the spouse shall continue to receive the coverage described above, until he/she becomes eligible for Medicare, at which point the spouse will be enrolled in the Medicare Advantage Plan, subject to the City's contribution as described above.
- D: 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 employees hired on or after July 1, 2012 and will contribute \$200 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.

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.

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.

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.

Employees hired by the City on or after October 1, 2007 shall not be eligible to enter the DROP program.

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, which 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 (48) months. One LAWNET 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. However, effective June 1, 2019 through December 31, 2021, officers that have completed their probation are eligible to apply for special assignments. This provision shall sunset on December 31, 2021 and the three-year minimum for eligibility shall apply.

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 have completed probation, have at least two years of Field Services Platoons 1 & 2 service in the department and at least four years of police service in the Ypsilanti Police Department.

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: Oral Interview

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 may apply for future promotions. Upon an employee successfully completing the 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**

Wage increases for the duration of the January 1, 2019 – December 31, 2022 contract are as follows:

January 1, 2019 3.0% (retroactive)
 January 1, 2020 2.5%
 January 1, 2021 2.5%
 January 1, 2022 2.5%

See page 58, Attachment B; POAM Pay Scale.

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 individual's 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 (over eighty-four (84) hours per pay period or as otherwise provided in this Agreement) rate 2080 annual hours will be used. Effective with the next increase in base wage, 2184 annual hours shall be used to calculate the hourly overtime rate.

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 and Section 32.3, General Provisions, number 3.

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: Bargaining Unit Overtime

No member of the bargaining unit shall be ordered in to work on an overtime basis for the purpose of replacing a manpower vacancy cause by the COAM bargaining unit (i.e. training, Sick, Vacation, Personal days, etc.)

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

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

30.5: Mandatory Training

Mandatory training will be paid at time and a half unless scheduled during regular duty hours. 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. At the employee's five (5) year hire date anniversary, the employee 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.

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. Medical verification shall be required where the employee has been absent for at least three (3) consecutive work days due to a claimed illness or injury. The Chief or his/her designee may require verification by medical certification where the employee has:
 - a. demonstrated a pattern of absences;
 - b. repeatedly called in sick leave for scheduled overtime or mandatory overtime;
 - c. repeatedly claimed sick leave immediately before or after leave days or vacation/personal leave; or
 - d. demonstrated other evidence of potential abuse.

Abuse of sick leave shall result in discipline, up to and including termination.

Further, the Employer may require at its expense an additional medical certification 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 limitation of the employee's job responsibilities, or where the employee has been absent for three (3) consecutive work days.

The employee shall inform his/her command officer of such illness in advance (whenever possible, at least twelve (12) hours) 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. At the employee's five (5) year hire date anniversary, the employee shall be entitled to charge up to four (4) days or 48 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).

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 all reasons allowed by law pursuant to the Family and Medical Leave Act (FMLA).

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 as required by FMLA.

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 the duration of the FMLA leave, 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 nine years of service	168 hours
Completion of ten years and over	180 hours

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 cash out 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.

A member with an approved vacation shall not be ordered to work overtime on their regular leave days that are immediately before and after the approved vacation. The next least senior officer shall be ordered to work the overtime.

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, the 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.

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.

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

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 B – POAM PAY SCALE

1/1/2019	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
3.0%		\$44,225.11 \$20.250	\$45,598.10 \$20.878	\$48,410.00 \$22.166	\$51,221.90 \$23.453	\$54,303.66 \$24.864	\$59,117.88 \$27.069	\$68,182.91 \$31.219

1/1/2020	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
2.5%		\$45,330.74 \$20.756	\$46,738.05 \$21.400	\$49,620.25 \$22.720	\$52,502.45 \$24.040	\$55,661.25 \$25.486	\$60,595.83 \$27.745	\$69,887.48 \$32.000

1/1/2021	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
2.5%		\$46,464.01 \$21.275	\$47,906.50 \$21.935	\$50,860.76 \$23.288	\$53,815.01 \$24.641	\$57,052.78 \$26.123	\$62,110.72 \$28.439	\$71,634.67 \$32.800

1/1/2022	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
2.5%		\$47,625.61 \$21.807	\$49,104.17 \$22.484	\$52,132.28 \$23.870	\$55,160.38 \$25.257	\$58,479.10 \$26.776	\$63,663.49 \$29.150	\$73,425.54 \$33.620

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

1/1/2019	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
		\$47,320.87 \$21.667	\$48,789.97 \$22.340	\$51,798.70 \$23.717	\$54,807.43 \$25.095	\$58,104.92 \$26.605	\$63,256.13 \$28.963	\$72,955.71 \$33.405

1/1/2020	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
		\$48,503.89 \$22.209	\$50,009.71 \$22.898	\$53,093.67 \$24.310	\$56,177.62 \$25.722	\$59,557.54 \$27.270	\$64,837.54 \$29.688	\$74,779.60 \$34.240

1/1/2021	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
		\$49,716.49 \$22.764	\$51,259.96 \$23.471	\$54,421.01 \$24.918	\$57,582.06 \$26.365	\$61,046.47 \$27.952	\$66,458.47 \$30.430	\$76,649.10 \$35.096

1/1/2022	2184	PO1-1A	PO1-1	PO1-2	PO1-3	PO1-4	PO1-5	PO3-1
		\$50,959.40 \$23.333	\$52,541.46 \$24.057	\$55,781.54 \$25.541	\$59,021.61 \$27.025	\$62,572.64 \$28.650	\$68,119.93 \$31.190	\$78,565.33 \$35.973

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 – DENTAL COVERAGE PLAN

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 – VISION COVERAGE PLAN

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
LENSES (Pair)		
Single Vision	Reasonable & Customary	\$ 60
Bifocals	Reasonable & Customary	\$ 85
Trifocals	Reasonable & Customary	\$ 105
Progressive	Pay same as trifocal	\$ 105
EXTRA		
Polycarbonate	\$ 40	\$ 40
FRAME	\$ 100	\$ 100
CONTACT LENSES		
Cosmetic	\$ 200	\$ 200
Med. Necessary (In lieu of FRAME AND LENS)	\$ 400	\$ 400

The rates illustrated include MECA's administrative service fee.

LETTER OF UNDERSTANDING - DROP BENEFIT

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.

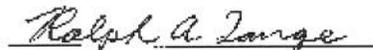
APPENDIX C

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 – PART-TIME POLICE OFFICERS

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: Ralph A. Lange

By: [Signature]

Its: _____

Its: _____

Dated: 04-17-2013

Dated: 04/17/2013

LETTER OF UNDERSTANDING – CONTRACT DISPATCH SERVICES TO WCOS



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



SIGNATURE PAGE

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

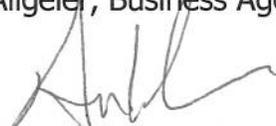
CITY OF YPSILANTI, MICHIGAN
A MUNICIPAL CORPORATION

POLICE OFFICERS' ASSOCIATION
OF MICHIGAN

By: 
Beth Bashert, Mayor

By: 
Gregg Allgeier, Business Agent

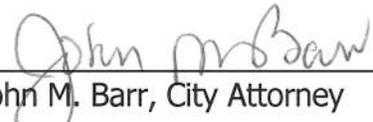

Andrew Hellenga
City Clerk


Anthony Schembri
Union President

On 6/18/2020
Date

On 06-16-2020
Date

APPROVED AS TO FORM:

By: 
John M. Barr, City Attorney

On June 18, 2020
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 - BCN HMO SUMMARY OF BENEFITS



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

Client: City of Ypsilanti

BCN HSASM HMO \$3,000 High Deductible Health Plan for Medical and Prescription Drug Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificate and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible, coinsurance and/or copay amounts required by the plan. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan documents, the plan document will control. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Member's Responsibility: Deductible, Copays, Coinsurance and Dollar Maximums

Note: The Deductible will apply to certain services as defined below.

Deductible Note: Deductible is combined for both medical and prescription drug coverage. The Deductible paid by all Members will be combined to satisfy the family Deductible. However, one individual Member cannot contribute more than the individual Deductible amount toward the family Deductible.	\$3,000 per member, \$6,000 per contract per calendar year
Fixed Dollar Copay Note: Copay amounts apply once the deductible has been met	None
Coinsurance Note: Coinsurance amounts apply once the deductible has been met	0% and 50% for select services as noted below
Out of Pocket Maximum - Total amount paid toward medical and pharmacy services including deductible, copays and coinsurance. For Members with more than one person on the contract, if the one Member maximum is met even if the family maximum is not, that Member does not pay any more Cost-Sharing for the rest of the year.	\$6,350 per member, \$12,700 per contract per calendar year
Lifetime dollar maximum	None

Preventive Services

Health Maintenance Exam	Covered - 100%
Annual Gynecological Exam	Covered - 100%
Pap Smear Screening - laboratory services only	Covered - 100%
Well-Baby and Child Care	Covered - 100%
Immunizations - pediatric and adult	Covered - 100%
Prostate Specific Antigen (PSA) Screening - laboratory services only	Covered - 100%
Routine colonoscopy	Covered - 100%
Mammography Screening	Covered - 100%
Voluntary Female Sterilization	Covered - 100%
Breast Pumps	Covered - 100%
Maternity Pre-Natal Care	Covered - 100%

Physician Office Services

PCP Office Visits	Covered - 100% after deductible
Online Visits	Covered - 100% after deductible
Consulting Specialist Care - when referred	Covered - 100% after deductible

Emergency Medical Care

Hospital Emergency Room	Covered - 100% after deductible
Urgent Care Center	Covered - 100% after deductible
Ambulance Services - medically necessary	Covered - 100% after deductible



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of the Blue Cross and Blue Shield Association

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible
Radiation Therapy	Covered – 100% after deductible

Maternity Services Provided by a Physician

Post-Natal Care. See Preventive Services section for Pre-Natal Care	Covered – 100%
Delivery and Nursery Care	Covered – 100% after deductible

Hospital Care

General Nursing Care, Hospital Services and Supplies	Covered – 100% after deductible
Outpatient Surgery – see member certificate for specific surgical coinsurance	Covered – 100% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% after deductible up to 45 days per calendar year
Hospice Care	Covered – 100% after deductible
Home Health Care	Covered – 100% after deductible

Surgical Services

Surgery – includes all related surgical services and anesthesia.	Covered – 100% after deductible
Voluntary Male Sterilization – See Preventive Services section for voluntary female sterilization	Covered – Male - 50% after deductible
Elective Abortion (One procedure per two-year period of membership)	Covered - 50% after deductible
Human Organ Transplants (subject to medical criteria)	Covered – 100% after deductible
Reduction Mammoplasty (subject to medical criteria)	Covered – 50% after deductible
Male Mastectomy (subject to medical criteria)	Covered – 50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	Covered – 50% after deductible
Orthognathic Surgery (subject to medical criteria)	Covered – 50% after deductible
Weight Reduction Procedures (subject to medical criteria) – Limited to one procedure per lifetime	Covered – 50% after deductible

Mental Health Care and Substance Use Disorder Treatment

Inpatient Mental Health Care	Covered – 100% after deductible
Inpatient Substance Use Disorder	Covered – 100% after deductible
Outpatient Mental Health Care includes online visits Note: For diagnostic and therapeutic services, the medical benefit applies.	Covered – 100% after deductible
Outpatient Substance Use Disorder	Covered – 100% after deductible

Autism Spectrum Disorders, Diagnoses and Treatment

Applied behavioral analyses (ABA) treatment through age 18	Covered – 100% after deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder through age 18 Physical, speech and occupational therapy for autism spectrum disorder diagnosis is unlimited.	Covered – 100% after deductible
Other covered services, including mental health services, for Autism Spectrum Disorder	See your outpatient mental health benefit and medical office visit benefit



**Blue Care
Network
of Michigan**

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

Other Services

Allergy Testing and Therapy	Covered - 100% after deductible
Allergy office visits	Covered - 100% after deductible
Allergy Injections	Covered - 100% after deductible
Chiropractic Spinal Manipulation - when referred	Covered - 100% after deductible; up to 30 visits per calendar year
Outpatient Therapy/Rehabilitation - subject to meaningful improvement within 60 days	Covered - 100% after deductible; limited to 60 visits per calendar year for any combination of therapies
Infertility Counseling and Treatment (excluding In-vitro fertilization)	Covered - 50% after deductible
Durable Medical Equipment	Covered - 50% after deductible
Prosthetic and Orthotic Appliances	Covered - 50% after deductible
Diabetic Supplies	Covered - 100% after deductible

HDHPLG, 3000HD, 630MHD, EDEPM, OMRR, OMRR, VACR50



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

High Deductible Health Plan Custom Drug ListSM \$10/\$30/\$60/\$80/20%/20% Prescription Drug Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is **not a contract**. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificate and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible, coinsurance and/or copay amounts required by the plan. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan documents, the plan document will control. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Prescription Drugs

Deductible	The Deductible is combined for both medical and prescription drug coverage. The Deductible amount is listed with your medical benefits.
Tier 1A – Value Generics	\$10 Copayment after Deductible
Tier 1B - Generics	\$30 Copayment after Deductible
Tier 2 – Preferred Brand Drugs	\$60 Copayment after Deductible
Tier 3 – Non-Preferred Drugs	\$80 Copayment after Deductible
Tier 4 – Preferred Specialty	20% Coinsurance of the BCN Approved Amount after Deductible (Maximum Copayment \$200)
Tier 5 Non-Preferred Specialty	20% Coinsurance of the BCN Approved Amount after Deductible (Maximum Copayment \$300)
Sexual Dysfunction Drugs	50% Coinsurance of the BCN Approved Amount after Deductible
Contraceptives Note: Your cost sharing may be waived for Tier 1B, Tier 2 or Tier 3 contraceptive drugs if there are no appropriate generic products or preferred drugs available.	<ul style="list-style-type: none"> • Tier 1A – Covered in Full • Tier 1B – \$30 Copay after Deductible • Tier 2 - \$60 Copay after Deductible • Tier 3 - \$80 Copay after Deductible
Preventive Medications	<ul style="list-style-type: none"> • Tier 1A – Covered in Full • Tier 1B Generic – Covered in Full • Tier 2 Preferred Brand – Covered in Full • Tier 3 Non-Preferred Drugs – Covered in Full
31-90 day supply for Mail-Order Pharmacy	Three times applicable copay minus \$10 after Deductible
84-90 day supply for Retail Pharmacy	Three times applicable copay minus \$10 after Deductible
Out-of-Pocket Maximum	Your medical out-of-pocket maximum is integrated with your BCN covered Prescription Drugs. The out-of-pocket maximum amount is listed with your medical benefits.

Definitions

Brand Name Drug	Manufactured and marketed under a registered trade name and trademark. <ul style="list-style-type: none"> • Multi-source Brand Name Drug: a drug that is available from a brand name manufacturer and also has a generic version. • Single Source Brand Name Drug: the drug can only be produced by the company holding the patent; no generics are available.
Generic Drugs	Prescription drugs that have been determined by the FDA to be bioequivalent to Brand Name Drugs and are not manufactured or marketed under a registered trade name or trademark.
Non-Preferred Drugs	Prescription drugs that may not have a proven record for safety or their clinical record may not be as high as the BCN preferred alternatives.
Non-Preferred Specialty Drugs	Specialty drugs that may not have a proven record for safety or their clinical value may not be as high as the Specialty Drugs.
Out-of-Pocket Maximum	The highest amount of money you have to pay for covered services during the Calendar Year.
Preferred Brand Drugs	Prescription drugs that are Single Source Brand drugs that have a proven record for safety and effectiveness.
Preferred Specialty Drugs	Generic or Single Source Brand Specialty drugs that have a proven record for safety and effectiveness and offer the best value to our members.
Value Generic Drugs	Prescription drugs that have a proven clinical value essential for treatment of chronic conditions.

P136HD, 90D3X

EXHIBIT D - BC/BS SIMPLY BLUE SUMMARY OF BENEFITS



Blue Cross
Blue Shield
of Michigan

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

City of Ypsilanti

Simply BlueSM HSA PPO Plan \$3000/0% LG

Effective Date: On or after January, 2018

Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Preauthorization for Select Services - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at bcbsm.com/importantinfo. Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Note: If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-network	Out-of-network
Deductibles	\$3,000 for one member \$6,000 for the family (when two or more members are covered under your contract) each calendar year (no 4th quarter carry-over)	\$6,000 for one member \$12,000 for the family (when two or more members are covered under your contract) each calendar year (no 4th quarter carry-over)
Note: Your deductible combines deductible amounts paid under your Simply Blue HSA medical coverage and your Simply Blue prescription drug coverage.		
Flat-dollar copays	See "Prescription Drugs" section	See "Prescription Drugs" section
Coinsurance amounts (percent copays)	None	20% of approved amount for most covered services
Note: Coinsurance amounts apply once the deductible has been met.		
Annual coinsurance maximums	None	None
Annual out-of-pocket maximums - applies to deductibles and coinsurance amounts for all covered services - including prescription drugs cost-sharing amounts	\$4,000 for one member \$8,000 for the family (when two or more members are covered under your contract) each calendar year	\$8,000 for one member \$16,000 for the family (when two or more members are covered under your contract) each calendar year
Lifetime dollar maximum		None

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam -includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered

Benefits	In-network	Out-of-network
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not Covered
Pap smear screening -laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices- includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy-routine or medically necessary	100% (no deductible or copay/coinsurance), for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible

Physician office services

Benefits	In-network	Out-of-network
Office visits-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

Note: Online visits by a non-BCBSM selected vendor are not covered.

Urgent care visits

Benefits	In-network	Out-of-network
Urgent care visits	100% after in-network deductible	80% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services-must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible Unlimited days
Note: Nonemergency services must be rendered in a participating hospital.		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care-must be in a participating skilled nursing facility	100% after in-network deductible	100% after in-network deductible Limited to a maximum of 120 days per member per calendar year
Hospice care	100% after in-network deductible	100% after in-network deductible Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)
Home health care: <ul style="list-style-type: none"> • must be medically necessary • must be provided by a participating home health care agency 	100% after in-network deductible	100% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> • must be medically necessary • must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization- consult with your doctor 	100% after in-network deductible	100% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery- includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males	100% after in-network deductible	80% after out-of-network deductible
Note: For voluntary sterilizations for females, see "Preventive care services."		
Elective abortions	100% after in-network deductible	80% after out-of-network deductible

Human organ transplants		
Benefits	In-network	Out-of-network
Specified human organ transplants-must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible - in designated facilities only
Bone marrow transplants -must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Mental health care and substance use disorder treatment		
Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment	100% after in-network deductible	80% after out-of-network deductible Unlimited days
Residential psychiatric treatment facility <ul style="list-style-type: none"> covered mental health services must be performed in a residential psychiatric treatment facility treatment must be preauthorized subject to medical criteria 	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> Facility and clinic 	100% after in-network deductible	100% after in-network deductible in participating facilities only
Note: Online visits by a non-BCBSM selected vendor are not covered. <ul style="list-style-type: none"> Physician's office 	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment- in approved facilities only	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment		
Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization	100% after in-network deductible	100% after in-network deductible
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible Physical, speech and occupational therapy with an autism diagnosis is unlimited
Other covered services, including mental health services, for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	100% after in-network deductible	80% after out-of-network deductible
<p>Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.</p> <p>Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.</p>		
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a combined 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible
		<p>Note: Services at nonparticipating outpatient physical therapy facilities are not covered.</p> <p>Limited to a combined 30-visit maximum per member per calendar year</p>
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
<p>Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.</p>		
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible



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

Simply BlueSM HSA PPO LG Prescription Drug Coverage PD-TTC \$10/\$40/\$80-RXCM Benefits-at-a-glance Effective Date: On or after January, 2018

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Express Scripts. (Express Scripts is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com/pharmacy. If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 15-day supply. The member will be responsible for only one-half of their cost-sharing requirement typically imposed on a 30-day fill. Subsequent fills of the same medication will be eligible to be filled as prescribed, subject to the applicable cost-sharing requirement. Select controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are required to pay applicable prescription drug copays and coinsurance.

Note: the following prescription drug expenses will not apply to your Simply Blue HSA deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, You pay \$10 copay	After deductible is met, You pay \$10 copay	After deductible is met, You pay \$10 copay	After deductible is met, You pay \$10 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay \$20 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay \$20 copay	After deductible is met, You pay \$20 copay	No coverage	No coverage

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, You pay \$40 copay	After deductible is met, You pay \$40 copay	After deductible is met, You pay \$40 copay	After deductible is met, You pay \$40 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay \$80 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay \$80 copay	After deductible is met, You pay \$80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, You pay \$80 copay	After deductible is met, You pay \$80 copay	After deductible is met, You pay \$80 copay	After deductible is met, You pay \$80 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay \$160 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay \$160 copay	After deductible is met, You pay \$160 copay	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs * BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services				
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved generic and select brand-name prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved brand-name prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved generic and select brand name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved brand name prescription contraceptive medication (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug
Note: Needles and syringes have no copay/coinsurance.				

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Features of your prescription drug plan

Custom Drug List	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> • Tier 1 (generic) - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • Tier 2 (preferred brand) - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • Tier 3 (nonpreferred brand) - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at bcbsm.com/pharmacy.</p>
Drug interchange and generic copay/ coinsurance waiver	<p>BCBSM's drug interchange and generic copay/ coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/ coinsurance. In select cases BCBSM may waive the initial copay/ coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by an in-network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay/coinsurance regardless of whether you or your physician requests the brand-name drug. Exception: If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay/coinsurance.</p> <p>Note: This MAC difference will not be applied toward your annual in-network deductible, your annual coinsurance, or your annual out-of-pocket maximum, if applicable.</p>
Quantity limits	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>
Rider Prev Rx \$500, Preventive prescription drugs	<p>You have coverage for preventive prescription drugs on the BCBSM Preventive Rx Drug List when provided by in-network pharmacies, payable up to an annual benefit maximum of \$500 (no deductible or copay/coinsurance). When the benefit maximum has been reached, the cost-sharing requirements of your plan will apply. A list of commonly prescribed preventive drugs is available upon request. A member may also call the customer service telephone number found on the back of his or her identification card to inquire about a particular drug.</p>

LETTER OF UNDERSTANDING

The City of Ypsilanti, (hereinafter, "Employer") and the Police Officers Association of Michigan, (hereinafter, "Union") have met concerning an issue which has arisen regarding Article 27 (PROMOTIONS) specifically sections 27.3, 27.4, 27.5 and 27.6 of the current CBA which expired on 12/31/18.

AND, ACCORDINGLY, the parties have entered into the following Letter of Understanding:

WHEREAS, the Employer and the Union have discussed the need to modify how eligible bargaining unit members shall compete and be considered for promotion.

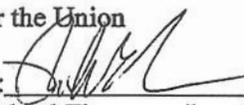
NOW THEREFORE, both parties mutually agree:

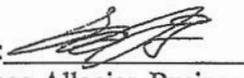
All eligible bargaining unit members shall be subject to the below listed modified process for the purposes of promoting to the rank of Sergeant.

- 1) Eligible bargaining unit members shall possess the minimum qualifications as provided in section 27.3
- 2) Eligible bargaining unit members shall submit a letter of intent to the Chief of Police who will schedule and conduct an oral interview for each eligible member for the consideration for promotion to the rank of Sergeant.

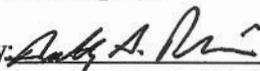
- 3) Upon completion of the Chief oral interview process the Chief of Police shall rank the candidates in order and establish a one-time promotional list of those eligible for promotion to the rank of Sergeant and provide such one-time promotional list to the Union.
- 4) This Letter of Understanding and established one-time promotional list shall expire on 03/31/2021.
- 5) This agreement shall be considered non-precedent setting and the promotional process shall revert to existing contract language when the one-time promotional list is exhausted, or the expiration of this agreement expires, whichever is sooner.
- 6) This agreement represents the specific modifications of the promotional process. All other terms and conditions of the current collective bargaining agreement shall remain in full force and effect.

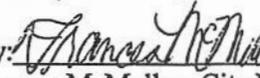
For the Union

By:  Date: 4/8/19
 Michael Thomson, Local President

By:  Date: 04/08/19
 Gregg Allgeier, Business Agent
 Police Officers Association of Michigan

For the Employer

By:  Date: 4/15/19
 Anthony DeGiusti, Chief of Police

By:  Date: 4/15/19
 Frances McMullan, City Manager