

COLLECTIVE BARGAINING AGREEMENT

CITY OF ANN ARBOR  
AND  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

ANN ARBOR POLICE SUPERVISORS  
(Sergeants and Lieutenants)

COMMENCING January 1, 2021  
CONCLUDING December 31, 2023

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## **INTRODUCTION**

THIS AGREEMENT, effective January 1, 2021, between the City of Ann Arbor, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" and Ann Arbor Police Supervisors, affiliated with the Command Officers Association of Michigan (COAM), hereinafter called the "Union".

### **WITNESSETH:**

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

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

The City and the Union agree to abide by Human Resources Policy 2.2, which has been promulgated for the purpose of compliance with Federal, and State non-discrimination laws and Chapter 112 of the City Code, as they all may be amended.

## ARTICLE 1: RECOGNITION

**Section 1:** Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Command Officers Association of Michigan (COAM), as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit: Sergeants and Lieutenants (Police Supervisory Unit).

- a) The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.
- b) An emergency manager appointed to the City under the Local Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Financial Stability and Choice Act. This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215 (7)-(9)). Should Public Act 9 of 2011 be legislatively or judicially repealed, this provision will be null and void.

Inclusion of the language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 9 of 2011 (Local Financial Stability and Choice Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

**Section 2:** The Union agrees that, except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

**Section 3:** This section does not require any employee to pay any fees or dues, which are related to political action or other non-representational activities of the Union. Under this agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.

- a) The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other forms of liability arising out of this Section.
- b) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

**Section 4:** For all those employees who are or become members of the Union and who presently execute payroll deduction authorization cards, provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the last paycheck of each month the regular monthly dues or representation fee and initiation fees for members in the amounts certified to the Employer by the financial secretary of the Union. The Employer also agrees to deduct monthly fees, at the employee's request, for legitimate law enforcement organizations. The City reserves the right to decline deductions for memberships that the City does not recognize to be legitimate law enforcement organizations.

The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or employees.

**Section 5:** If any provision of this Article is invalid under either Federal or State law, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

#### **Section 6: Unit Integrity**

- a) Any and all rank classifications which are part of this bargaining unit must be filled either by promotion or reclassification from the qualified members of the Ann Arbor Police Department who have full seniority with the Ann Arbor Police Department as required for the rank classification.
- b) Except in an emergency, no person(s) not in this bargaining unit shall perform wholly the duties of a member of this bargaining unit and only then can the position of Division Commander or Chief perform these duties.

#### **Section 7: Definitions**

- a) "UNION" means the Command Officers Association of Michigan (COAM), representing Sergeants and Lieutenants of the Ann Arbor Police Department.
- b) "EMPLOYER" or "CITY" means the City of Ann Arbor.
- c) "MEMBER" or "EMPLOYEE" means any sworn Sergeant or Lieutenant of the Ann Arbor Police Department.
- d) "CHIEF" means the Chief of the Ann Arbor Police Department.
- e) "STEWARD" means any agent of the Union so elected or appointed by the members of the Union or the Union Executive Board.
- f) "EMERGENCY CONDITION" means an unforeseen combination of circumstances or the resulting state that calls for immediate action.

- g) "NEW POSITION" means any position not in existence or not filled at the time this contract becomes effective.
- h) "EXISTING POSITION" means any position that was in existence and filled at the time this contract becomes effective.
- i) "DEPARTMENT SENIORITY" means an employee's length of continuous full time employment with the Employer since his or her last hiring date. "Last Hiring Date" shall mean the date upon which an employee first reported for work at the instruction of the Employer, and since which he or she has not quit, retired or been justifiably discharged.
- j) "UNIT SENIORITY" means an employee's total length of service in the rank classifications included in this bargaining unit.
- k) "CLASSIFICATION SENIORITY" means an employee's length of service in a particular rank classification. When an employee enters a rank classification by reclassification, his or her classification seniority date for that rank shall be the date of the reclassification.
- l) "RECLASSIFICATION" means the act of upgrading or downgrading a rank.
- m) "RANK CLASSIFICATION" means a particular rank within the bargaining unit (for example: Sergeant or Lieutenant).
- n) "WORK UNIT" means an operational entity which exists on the current organizational chart, or that would be added to the organizational chart, in the case of a new work unit (for example, the Family Services Unit, the Special Services Section or the Patrol Bureau).

## **ARTICLE 2: MANAGEMENT RIGHTS**

**Section 1:** The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Police Department and its employees are vested solely and exclusively in the Employer.

**Section 2:** The Union recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting shall not be used for the purpose nor intention of undermining the Union nor discriminating against any of its members, nor shall it result in a reduction of the present work force nor reduce any member(s) rank classification.

**Section 3:** The Employer reserves the right to suspend or discharge employees who are not fit to perform their duties in a satisfactory manner. Such action shall only be taken if a medical examination performed by a qualified doctor of the Employer's choice at the Employer's expense reveals unfitness. If the employee disagrees with such doctor's findings, then the employee at his/her own expense may obtain a medical examination from a qualified doctor of his/her choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union shall examine the employee. The fee charged by the third doctor shall be paid by the Employer and his/her findings shall be binding on the employee, Employer, and the Union. In the event an employee's seniority is terminated pursuant to this Article, he/she shall be afforded the opportunity to apply for, and the Employer will attempt to place him/her in a position with another department with the Employer and if he is employed by another department he shall retain all accrued benefits.

This section shall not preclude the Chief from assigning an employee to light or limited duty if there is available work which the employee can perform without displacing another employee.

### **ARTICLE 3: STRIKE AND LOCKOUT**

**Section 1:** The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize aid, condone, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

**Section 2:** Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged.



## ARTICLE 4: STEWARDS

**Section 1:** The Employer recognizes the right of the Union to designate a Chief Steward and four (4) other Stewards from the seniority list. The names of the Stewards and Chief Steward will be submitted to the Police Chief and to Human Resources Services for their information.

The authority of the Stewards shall be limited to and shall not exceed the following duties:

- a) The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- b) The transmission of such message and information which shall originate with, and are authorized by, the local Union or its officers, provided, such messages and information:
  - i. Have been reduced to writing, or
  - ii. If not reduced to writing, are of a routine nature and do not involve work stoppages, refusal to handle goods or any other interferences with the work of the Police Department.

**Section 2:** A Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

It is understood that only one Steward will be allowed to investigate, present, and process a particular grievance. However, if the Steward handling a particular grievance is absent, another Steward can substitute for him/her. Furthermore, the Chief Steward will be allowed to attend grievance hearings when necessary.

**Section 3:** The Union shall be allowed five (5) employee members of the Bargaining Committee who will be granted straight time hours (for a minimum of one hour) for the time spent during the normal working day in negotiations with the City. Employees who bargain on other than normal regularly scheduled work days will be granted straight time compensatory time for hours spent bargaining with the City, regardless of the number of compensatory hours accumulated.

**Section 4:** Union officers will be allowed up to 64 hours per year for union administration. Requests shall be directed to the appropriate supervisory person. The Employer is not required to allow more than two (2) officers absent at any given time.

## **ARTICLE 5: DISCIPLINE AND DISCHARGE**

**Section 1:** Within twenty-one (21) calendar days of receipt of an allegation or complaint of misconduct from within the department or from outside the department, or an incident has occurred which has the potential to result in disciplinary action against an employee, a ranking supervisor shall complete a Personnel Complaint Form detailing the accusations. At the discretion of the ranking supervisor, he/she may elect to verbally notify the accused employee of the complaint prior to reducing it to writing. This notification may, at the discretion of the ranking supervisor, include an interview and/or request for a written response to the allegations. Should this occur, the employee shall, at the time of said notification and/or interview, if he or she so desires, exercise his/her right to consult privately with a union Steward and have a union Steward present during the interview.

In severe cases where it is necessary for the ranking supervisor or any Professional Standards Section supervisor to immediately relieve the employee of duty, the employee shall be informed of the reason for his/her relief from duty, and shall be allowed the opportunity to discuss his relief from duty with a union Steward prior to being required to leave the premises. In the event an employee is relieved from duty, his/her salary and other benefits shall be continued during this period.

Where an employee is the subject of a serious criminal investigation, and to notify him/her would hinder the investigation, notification shall be delayed no longer than is absolutely necessary to complete the criminal investigation.

**Section 2:** When the written Personnel Complaint is received by the Professional Standards Section (PSS), it will be reviewed by the PSS Section Commander or his/her designee for accuracy and completeness. The complaint will be assigned a sequential case number by the Office of the Chief of Police, and the PSS Commander or designee will then assign the complaint to a supervisor for investigation. The investigation may be assigned to a member of PSS or to another supervisor, at the discretion of the PSS Commander. The supervisor assigned the investigation shall cause a copy of the written complaint naming the employee to be presented to the employee not later than the conclusion of the next commonly scheduled work period of the employee and the supervisor, or if the employee was relieved of duty in accordance with Section 1 above, the supervisor shall give positive notification of the allegations to the employee not later than the conclusion of the next day. The investigation shall be conducted with all possible haste and, except for unusually complicated matters, shall be concluded within fourteen (14) calendar days from the date the employee is served with the written complaint.

**Section 3:** The investigating supervisor shall, upon completion of his investigation, make a recommendation to the employee's Division Commander regarding the formal disposition of the complaint, and, if that recommendation is "sustained", suggest discipline, if any. These recommendations shall not be based on infractions which have occurred more than twenty-four (24) months prior to the incident currently under investigation. Within fourteen (14) calendar days of receiving the completed investigation, the Deputy Chief(s) will make a recommendation to the Police Chief as it relates to

Lieutenants. The Police Chief will make a decision regarding the formal disposition and, if warranted, discipline. The decision shall be in writing and shall be forwarded to the employee within fourteen (14) calendar days following receipt of the Deputy Chief's recommendation. The Deputy Chief may administer discipline up to the level of written warning to Sergeants. Disciplines above written warning for Sergeants must be issued by the Police Chief. Decisions shall be made in writing and forwarded to the employee within fourteen (14) calendar days of the final recommendation.

**Section 4:** The forms of discipline shall be limited to the following:

- a) WRITTEN WARNING: A form of progressive discipline whereby an employee is notified in writing, that his/her conduct is unsatisfactory in that it does not measure up to the minimal acceptable work level or conduct of the department. When a written reprimand is issued to an employee, he/she shall signify his/her receipt of said reprimand by signing the reprimand and he/she shall be furnished a copy of the reprimand and the original shall be placed in the employee's personnel file. If the employee wishes to record his/her position regarding the action, he/she shall have the right to note his/her position and attach a memo to the warning, setting forth said position.
- b) REASSIGNMENT: Reassignment is an involuntary assignment and may include changes in working hours, days off, and types of work performed. However, said work reassignment shall not be of a nature not normally performed by an employee of the reassigned employee's rank. The reassignment must be within the department. If the reassignment is for a designated period, the employee will return to his/her original assignment at the end of that period. The employee shall receive full benefits and salary of the position to which he/she has been reassigned for an employee of his/her seniority level.
- c) SUSPENSION: Suspension is a temporary separation from the department. A member who has been suspended will not be paid for the period of his/her suspension but will accrue all benefits with the exception of vacation and sick time. Suspension shall not exceed two hundred (200) working hours provided, however, that this maximum shall not be a limit on the power of an arbitrator to modify a disciplinary penalty.
- d) DEMOTION: Demotion is an involuntary reduction in rank.
- e) DISMISSAL: Dismissal is a complete and final separation from employment of the Employer. It is recognized by both the Employer and the employee that the employee may continue to be represented by his/her bargaining unit after dismissal through all prescribed contractual appeals.

**Section 5:** Verbal reprimands are not discipline and shall be exempt from the provisions of this Article.

**Section 6:** In the event the employee believes the discipline administered by the Chief or Deputy Chief was unjust, it shall enter the grievance process at Step 4.

**Section 7:** An employee involved in a shooting or fatal incident may be asked to make a statement at the scene of an incident, but if he/she refuses, one will not be ordered. The employee will be required, however, to provide information that is needed immediately to proceed with the investigation such as suspect description, direction of travel, etc.

Upon returning to the police station, the employee will make him or herself available for interview by appropriate command and investigative personnel. Written police reports will be completed upon the request of proper authority and in accordance with department procedures. The employee will be allowed to have legal representation of his/her choice present during both the interview and report writing time. The attorney must arrive within a reasonable time so as not to cause the investigation to be delayed unnecessarily.

**Section 8:** Any officer involved in a motor vehicle accident in which he/she is at fault may be disciplined in a manner commensurate with the severity of the accident utilizing the internal personnel complaint procedure. In order to improve the officer's driving ability such discipline shall normally be designed to achieve that end.

- a) If a personnel complaint is to be initiated it shall be served on the Union within 21 calendar days of the accident where the employee was at fault.
- b) Any employee involved in a motor vehicle accident in which he/she is not at fault shall not be disciplined for the automotive accident.
- c) Any employee being disciplined for a motor vehicle accident has the full right of hearing and appeal as set forth in this Agreement.

## ARTICLE 6: GRIEVANCE PROCEDURE

**Section 1:** A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement or any Supplemental Agreements. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances or disputes. The informal resolution of grievances or disputes is urged, and it is encouraged that they be resolved at the lowest possible level of supervision.

**Section 2:** Grievances shall be processed according to the following procedures:

- a) **FAST TRACK:** It is recognized that some issues that may be the focus of a grievance are only able to be addressed properly at Step 4 or 5. Examples of this are issues related to benefits or issues that affect multiple union members. In these cases, the Union may appeal to the Chief of Police to “fast track” the process skipping Steps 1 and 2. If a new grievance is submitted to the Chief of Police, s/he will either handle the grievance starting at Step 3 or will direct the Union to begin at Step 1 within 14 calendar days.
- b) **STEP 1:** An employee who feels he/she has been aggrieved or believes that any provision of this Agreement has not been applied or interpreted properly must discuss his complaint with his immediate supervisor, with or without the presence of his/her Steward as he chooses, within fourteen (14) calendar days after the occurrence of the event upon which the grievance is based or within fourteen (14) calendar days after the employee becomes aware of the facts giving rise to the grievance or within fourteen (14) calendar days after circumstances were such that the employee reasonably should have had knowledge of the facts giving rise to the grievance. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his Steward.
- c) **STEP 2:** If the matter is not satisfactorily settled in Step 1, the aggrieved employee shall report such grievance to his Steward and his Division Commander as soon as possible, but in any case within the time constraints as set forth in Step 1 above. Such report shall be in writing and shall set forth the nature of the grievance, the dates of the matter complained of, the names of the employee or employees involved and the circumstances surrounding the grievance. The Steward shall then discuss such grievance with the Division Commander in an attempt to resolve the grievance. This discussion shall be had within fourteen (14) calendar days of receipt of the grievance by the Steward and a decision in writing must be rendered by the Division Commander within fourteen (14) calendar days after said discussion with a copy of said decision going to the employee and the Steward.
- d) **STEP 3:** If the grievance is not satisfactorily settled in Step 2, the Steward shall appeal such grievance to the Chief of Police within fourteen (14) calendar days

after notification of the Step 2 answer. Upon notification to the Chief of the appeal, a meeting shall be had with the Chief or his designee, and the Steward within fourteen (14) calendar days of the appeal. A decision in writing will be rendered by the Chief or his designee within fourteen (14) calendar days after the meeting with copies of the decision going to the employee and the Steward.

Both parties agree to disclose, in writing, all information they have in their possession or have knowledge of, pertaining to the grievance. Any information that either party had in its possession or was aware of that was not submitted by the Step 3 in the grievance procedure cannot be used in arbitration.

- e) STEP 4: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall appeal the grievance to the Human Resources Director or designee within fourteen (14) calendar days from notification of the Chief's or his designee's written reply.

The Human Resources Director or designee within fourteen (14) calendar days from the date of receiving the appeal shall hold a meeting with the Union representatives. The Union representatives may meet for thirty (30) minutes prior to this meeting. The Human Resources Director or designee shall file a written reply within fourteen (14) calendar days after the meeting.

- f) STEP 5: If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance to arbitration through the Federal Mediation and Conciliation Services in accordance with its Voluntary Labor Arbitration Rules, provided such submission is made within thirty (30) calendar days after notification to the Union of the Human Resources Director's or designee's answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fee of the arbitrator and the Federal Mediation and Conciliation Services shall be shared equally by the Employer and the Union. A court reporter may be scheduled to transcribe the arbitration proceedings upon the request of either party. The requesting party shall pay the cost for the Court Reporter.

**Section 3:** Time limits at any step of the grievance procedure may be extended only by mutual written agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance

procedure within the specified time limits, the grievance shall be considered to be denied and may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.

**Section 4:** In the event it should be decided under the grievance procedure or a court of last jurisdiction that the employee was unjustly disciplined, the Employer shall reinstate such employee to his/her former position and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which 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 discipline less such compensation, for the same number of hours, as he/she may have earned at other employment during such period.

**Section 5:** The parties agree that COAM members will join an existing City committee for purposes of discussing alternatives to the current process of binding arbitration for disciplinary issues. This full committee will begin meeting within one month of this collective bargaining agreement being ratified by the Parties.

## **ARTICLE 7: SENIORITY**

### **Section 1: Probationary Employees**

All newly promoted employees or employees who are transferred to a new position shall be probationary employees until they have completed six (6) months of service in the position to which they have been promoted or transferred. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability, skills, and other attributes which qualify them for continued employment in the rank classification to which they have been promoted, or in the job position to which they have been transferred.

- a) Employees may be removed anytime during the six (6) month probationary period when they demonstrate that they do not have the ability, skills, or other attributes to satisfactorily perform in the position. In addition, during this six-month period, a newly-promoted employee may decline the promotion for any reason. In the event a newly-promoted employee is removed or declines the promotion during their probationary period, or an employee who has been transferred to a different job position is removed from the position, he/she shall be returned to an assignment in the Police Department which is as close in nature as the bargaining agreement covering his/her previous assignment or rank will allow. Employees removed by the Employer as described in this Section shall be notified of the reasons for removal in writing by the Employer at the time of the removal. Said employee may appeal the decision to the Chief. The Chief's decision shall be final and binding and not subject to the grievance procedure.
- b) Upon the successful conclusion of their probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

### **Section 2: Seniority and Seniority Lists**

- a) The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be provided to the Union Board upon request.
- b) The names of all employees who have completed their probationary periods shall be listed on the seniority list. The list will also contain the employee's hire date and dates the employee served in all other positions (including non-unit positions) within the Police Department.
- c) To determine the ranking of employees by seniority for purpose of rank reduction, promotion, layoff and recall: if two or more employees have the same classification seniority date, the order shall be determined on the basis of entry date into the next lower classification. This procedure shall be followed down through each classification within the unit.
- d) No time shall be deducted from an employee's seniority (department, unit or classification seniority) due to absences occasioned by authorized leaves of



absence, vacation, sick or accident leaves, or for layoffs, except as hereinafter provided.

- e) If an employee is transferred or promoted to a City position which is outside of the Police Department or bargaining unit and later is transferred back to a position within the Police Department, or bargaining unit, the employee will be credited with accumulated "seniority" for the time he/she worked outside of the department or bargaining unit. Employees transferred under this section shall retain all seniority rights accrued for the purpose of any benefits provided for in this Agreement, with the exception of promotion. With respect to promotions, the transferred employee will be treated as if he/she was a new employee upon return to the department or bargaining unit, and must begin his/her "seniority" for promotions from date of transfer. However, if the time out of the department or bargaining unit was less than one (1) year, no seniority will be lost except for the actual period of absence.

**Section 3: An employee's seniority shall terminate:**

- a) If they quit, retire or are justifiably discharged.
- b) If following a layoff they fail or refuse to notify the Employer of their intention to return to work immediately upon receipt of a written notice sent by overnight mail of such recall to their address on record with the Employer or, having notified the Employer of their intention to return, fails to do so in accordance with the date specified in the notice of recall, given that the specified date will give the employee at least fourteen (14) calendar days to comply. If the employee then fails to return, they shall be considered to have quit.
- c) They are absent for three (3) consecutive working days without notifying the Chief or his designee (no approved time off was granted to cover the absence). In proper cases, exceptions may be made with the consent of the Chief. After such absence, the Employer will send written notification to the employee at their last known address that they have been separated from future employment. If the disposition made in any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- d) When the employee has been laid off from the Department for a period of twenty-four (24) or more consecutive months.

## ARTICLE 8: LAYOFF AND RECALL

### Section 1: Layoff

The Employer may lay off a permanent employee when it is deemed necessary, by reason of shortage of work or funds, the abolition of the position, material change in the department organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by an employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classifications.

- a) Preliminary Step: Prior to issuing layoff notices as outlined in Section b of this article, the most senior employee(s) within the service unit affected shall be offered a voluntary separation from service with the City with no recall rights. Once the offer is made by the City, the employee will have 48 hours to decide. The City will not contest unemployment for individuals who chose this option. After signing a separation waiver, the employee shall be paid severance pay based on years worked as follows:

Less than 5 years:	6 weeks of regular pay
More than 5 years, less than 10 years:	8 weeks of regular pay
10 or more years:	10 weeks of regular pay

Additionally, any employee who is eligible to retire and who is enrolled in the City's health care plan who chooses this option will receive a one-time deposit of \$500 in their HRA.

- b) The Chief shall give written notice to the Human Resources Director and to the affected employees and the Union of any proposed layoff. Such notice shall state the reason for the layoff, and shall be submitted at least one (1) week before the effective date.
- c) Layoff of employees shall be made by inverse order of their classification seniority date. If two or more employees have the same classification seniority date, the procedure set out in Article 7, Section 2 (c) will be followed.

### Section 2: Bumping

- a) Those employees affected by a layoff may bump downward, including into the police officer ranks. When bumping into a lower rank classification covered by this contract, the bumping employee bumps the least senior employee in the lower rank classification if the bumping employee has more seniority, as defined below, than the employee who is to be bumped.
- b) To determine whether the bumping employee has more seniority, time spent in the rank from which that employee is bumping and the rank into which that employee is bumping are combined. For example, if the lower senior Lieutenant has two

years as a Lieutenant and three years as a Sergeant, they will be able to bump an employee who has been a Sergeant for four years. However, this low seniority Lieutenant will not be able to bump a Sergeant who has been in that rank for six years. In this event, the Lieutenant can exercise any bumping rights he/she may have in the next lower rank classification. Employees who have been bumped may exercise bumping rights themselves in a like manner.

- c) Employees who were promoted from this bargaining unit to the rank of Deputy Chief and who are either laid off, transferred, demoted, or do not complete their probationary period, may bump back into their previously held rank. The method for determining their seniority for bumping rights is described in Section 1 (c) of this article.

### **Section 3: Recall**

- a) When the work force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address by overnight mail with proof of delivery.
- b) For the purpose of layoffs and recalls only, the Union Stewards shall head the seniority list and shall be retained at work so long as they are willing and have the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employees holding the Union Steward positions have exercised their actual seniority.
  - i. It is understood and agreed that the super-seniority referred to in this subsection is solely for the purpose of retaining a job in the unit and under no condition can it be exercised for job preference under any of the terms and provisions of this contract.
  - ii. The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this subsection.

## **ARTICLE 9: POSITION VACANCIES, PROMOTIONS AND TRANSFERS**

**Section 1:** There are four situations that could create position vacancies:

1. Creation of a new job position;
2. An increase in the number of job positions in a work unit;
3. A vacancy in an existing job position which is declared open by the Chief due to retirement, transfer, or promotion;
4. Effective April 2023 and on an ongoing basis every three years after that when the Chief may declare all positions open (“Right of Assignment” as outlined below).

For reasons 1 – 3 listed above, these vacancies shall be filled in the manner described below.

- a) When position vacancies within this bargaining unit are announced by the Chief, the position may be filled by intra-bureau transfer of an existing non-probationary employee already holding the designated rank classification; or it shall be posted for any eligible member of the bargaining unit of the appropriate rank classification. The choice of the method of selection will be made in the discretion of the Chief.
- b) When said vacancies are to be posted, the posting shall be emailed to all employees in the police department and the position shall be held open for seven (7) calendar days during which time eligible employees may indicate their desire to compete for said position by submitting a written application or bid to the Chief. Such posting must indicate whether an existing position elsewhere within the bargaining unit will be eliminated in order to provide the staffing necessary to fill the position or whether the posted position represents an increase in the number of positions covered by the bargaining unit.
  - i. All posted positions for which there are eligible applicants will be filled by transfer within rank classification from those applicants based upon the abilities, skills and other attributes required for the position as determined by the Chief.
  - ii. To be eligible to bid for a posted vacancy, the employee must have completed the probationary period associated with their current assignment. When the abilities, skills, and other attributes of two or more applicants are equal, seniority in rank will prevail in the selection process.
- c) When the selection process for a posted position is complete, any resultant vacancy declared by the Chief as open may be filled by intra-bureau transfer of an existing non-probationary employee already holding the designated rank classification or the position shall be filled by completing the posting, application, and selection process until such time as no approved applications are received from eligible employees possessing the abilities, skills, and other attributes required for the position.

- d) If no qualified applicants bid for a posted position vacancy, the following process will be used in filling the position.
  - i. If the posting for the position vacancy indicated that the number of positions to be covered by the bargaining unit was to be increased, the Chief may: transfer the least senior employee holding the designated rank classification who possesses the abilities, skills, and other attributes required for the position; or the Chief may fill the position by promotion from the current eligibility roster for the rank classification involved.
  - ii. If the posting for the position vacancy indicated that an existing position elsewhere within the bargaining unit will be eliminated in order to provide the staffing necessary to fill the resultant vacancy, the Chief has two options for filling the position: the Chief may transfer the least senior employee holding the designated rank classification who possesses the abilities, skills, and other attributes required for the position; or, the Chief may transfer the employee whose position is being eliminated if such employee holds the designated rank classification required for the position.
- e) Any position vacancy classified within the bargaining unit and declared open by the Chief must be filled within ninety (90) calendar days after the date the vacancy was declared open, and/or the position was declared to be newly created, or notice was given of an increase in the number of existing positions in any work unit.

For reason 4 listed above, effective beginning with the April 2023 AAPOA shift bid date, the Chief shall have the option of declaring all command positions open and fill such positions as follows:

- a) Not more than once every 36 months the Chief may cause Lieutenant and/or Sergeant positions to become open and may reassign these positions. In advance of any selection to the open position, the Chief will meet with each command officer to discuss their interests, abilities, and career development. The Chief will then select which position each command officer will fill but is not obligated to change each or any position assignment. The Chief will use the following criteria to assign command officers to the positions:
  - a. The professional development of the employee, favoring assignments that will help expand the breadth of the employee's professional experiences;
  - b. The needs of the Department;
  - c. Employee performance as determined by a formalized annual performance evaluation process, whereby employees who earn better performance reviews will receive greater consideration for their preferred assignments;

- d. Lieutenants may indicate one position that they do not wish to fill, and the Chief shall not assign them to this position unless every Lieutenant indicates that they do not wish to fill a position, in which case the Chief shall assign a Lieutenant to this position by choosing the lowest seniority Lieutenant, only among those who have never held the position. If all Lieutenants have held the position, the Lieutenant with the lowest seniority in rank shall be assigned the position;
  - e. Sergeants may indicate one position that they do not wish to fill, and the Chief shall not assign them to this position unless every Sergeant indicates that they do not wish to fill a position, in which case the Chief shall assign a Sergeant to this position by choosing the lowest seniority sergeant, only among those who have never held the position. If all Sergeants have held the particular position, the Sergeant with the lowest seniority in rank shall be assigned the position;
  - f. The Chief may not reassign a Lieutenant or Sergeant under this process if they have occupied a position for a cumulative total of less than 24 months unless the employee mutually agrees.
- b) The Chief must give at least 112 days of notice prior to any position changes. The first date after the adoption of this contract that the Chief may cause command positions to become open will be the shift change date in April 2023. On this date the reassignments will become effective, meaning the 112 day notice shall in this instance and in all future instances precede the effective reassignment date.

## **Section 2: Promotion to Sergeant or Lieutenant**

When promotions occur in the department to the rank of Sergeant or Lieutenant, they will be governed by the following provisions:

- a) To be eligible to compete for or hold the rank of Sergeant, an employee must have at least five (5) years of service in a sworn capacity with the Ann Arbor Police Department or at least four (4) years of service in a sworn capacity with the Ann Arbor Police Department and at least four (4) years of consecutive full time sworn experience in another police agency on the date the promotional posting deadlines.
- b) To be eligible to compete for or hold the rank of Lieutenant, an employee must have at least six (6) years of departmental seniority with the Ann Arbor Police Department, at least eighteen months of which immediately preceding the promotion or reclassification was at the rank of Sergeant within this bargaining unit on the date that the promotional posting deadlines.
- c) Education Requirement. As the City considers the educational requirement important to the Sergeants' and Lieutenants' function as Police middle-

management, all new Sergeants and Lieutenants will be required to have at least a bachelor's degree.

- d) Promotional processes shall be posted, the posting shall be distributed via department email and will be open for seven (7) calendar days during which time eligible employees may indicate their desire to participate by submitting an email application to the Chief.
- e) Notification of promotional processes shall be sent to all affected employees on vacation during the seven (7) calendar day posting period at their home address. Employees on any authorized leave during the promotional process posting period shall be considered as applicants if they apply.
- f) Eligibility lists for promotion to the rank of Sergeant or Lieutenant, shall expire one year from the date they are published.
- g) If an employee is demoted, pursuant to Article 5, Section 4 (d), that employee shall not be eligible for promotion for 24 months after being demoted. This provision shall not preclude the member from the grievance process.

### **Section 3: Reclassification of Positions and Special Assignments**

- a) The Employer reserves the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities as it deems necessary to provide quality law enforcement service in an efficient and effective manner to the community provided, however, no employee shall be assigned duties and responsibilities which are not customarily performed by persons in their respective rank classification. It is agreed that such reclassification shall not be arbitrary or capricious. If other sections of this agreement expressly abridge this section, the other sections shall govern.
  - i. If the City decides to make changes to assignments within a division, the Chief or his designee shall meet with a representative of the Union Executive Board and the affected employee(s) to discuss the proposed assignment change.
  - ii. If the assignment changes are substantial (for example, changing the assignment of entire functions that were previously assigned elsewhere to another bargaining unit position within the department) the employer shall publish its intent to make reassignments via memorandum/e-mail to the membership. This notice shall describe the nature of the assignment change(s) and the expected date of implementation.
  - iii. Bargaining members interested in the changed assignment(s) have seven (7) calendar days, excluding holidays, to respond in writing if they are interested in being considered for the assignment.

- iv. The Chief retains the right to make the ultimate determination as to who will receive the assignment based upon abilities, skills, and other attributes required or the assignment.
- b) The Employer reserves the right to make special assignments. Special assignments for the purpose of this subsection shall mean: an assignment that is distinguishable or unusual in nature and the duration of which is expected to exceed one shift period. (Normally these special assignments would be additional duties to an employee's regular job; examples of which include but are not limited to SWAT Commander or Chief Range Officer.)
  - i. Special assignment postings shall be emailed to eligible employees.
  - ii. The special assignment will be filled based upon the knowledge, skills and abilities, and other attributes required for the assignment as determined by the Chief of Police.

#### **Section 4: Transfers of Employees**

- a) The Employer shall have the right to temporarily transfer employees within the bargaining unit across divisions from one rank classification to another rank classification or from one position assignment to another position assignment for a period not to exceed 112 calendar days. Such employees shall receive the rate of pay of the higher classification for all hours worked while serving in such position. This procedure will be used only when operationally needed or for employee developmental purposes, and only after meeting and conferring with the Union representatives. The Union must agree on such temporary transfer, but such agreement with not be unreasonably withheld.
- b) The Employer reserves the right to transfer employees of this bargaining unit from one position assignment to another within a division as long as such transfers involve employees of the same rank classification. If the transfer results in a declared vacancy, the vacancy shall be filled according to the selection procedure contained in Section 1 above. Prior to transferring any employee(s) in this bargaining unit, the Chief, or his designee, shall meet with a representative of the Union and the affected employee(s) to discuss the assignment changes.
- c) In the event the department's organizational structure is to be changed to such an extent as to necessitate the elimination of positions or the movement of personnel between positions, the Chief, or his designee, shall meet with a representative of the Union and the affected employee(s) to discuss the necessary changes. Any new positions created as the result of changes in the department's organizational structure shall be posted and filled in accordance with the selection procedure contained in Section 1 above.



### **Section 5: Working Out of Class**

- a) When a Sergeant is assigned by the Chief to perform the duties and responsibilities of a Lieutenant who is absent for five (5) consecutive workdays he/she will be paid at his/her current step in the Lieutenant's pay scale for all hours worked in that capacity thereafter.
  
- b) When a Lieutenant is assigned by the Chief to perform the duties and responsibilities of a Deputy Chief who is absent for five (5) consecutive workdays, he/she will be paid at the first step of the Deputy Chief's pay scale for all hours worked in that capacity thereafter.

**Section 6:** Should an employee retire while working out of class, or serving in a temporary or interim role, he/she will retire at the salary rate of his/her permanent, regular position.

## ARTICLE 10: WAGES AND ALLOWANCES

**Section 1:** During the course of this contract, there will be no across the board increases for members of the bargaining unit.

**Section 2:** The following differentials will be maintained during the course of this contract:

Levels	January 1, 2021	January 1, 2022	January 1, 2023
SERGEANT: Between highest paid patrol officer (currently Senior Officer II) and the highest paid Sergeant at the same step level	16.5%	16.5%	16.5%
LIEUTENANT: Between highest paid Sergeant and highest Paid Lieutenant (7 year step)	8.4%	8.4%	8.4%
LIEUTENANT: Between highest paid Sergeant and highest Paid Lieutenant (12 year step)	8.29%	8.29%	8.29%
LIEUTENANT: Between highest paid Sergeant and highest Paid Lieutenant (18 year step)	8.34%	8.34%	8.34%

Effective upon ratification of this contract, all COAM members will receive a retroactive wage increase effective 1/1/2021.

**Section 3:** Employees who have obtained or do obtain a Master's degree shall receive a one-time lump sum of \$1000 within two pay periods after Employer's receipt of transcript.

**Section 4:** It is understood and agreed that in return for wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment, to render a fair day's work for the Employer.

### Section 5: Pay Checks

Employees covered by this Agreement shall be paid in full bi-weekly. The official payday is Thursday and paychecks will normally be made available after 3 p.m., unless there is a computer malfunction or other adverse event beyond the Employer's control.

- a) All Employees are required to participate in payroll direct deposit.
- b) There will be no paper advices or yearly mailings of W2 forms. Employees' pay advices and W2 forms will be available at their individual City webpage.

**Section 6:** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at their regular rate.

### Section 7: Uniforms and Equipment

Each employee covered by this Agreement shall receive the total annual sum of \$3,000.00 for the term of this Agreement as clothing and equipment allowances. These allowances shall be allocated as follows:

- a) The clothing allowance shall total \$2,000.00 for the term of this Agreement. Fifty (50%) percent of said allowance shall be paid on or before July 20th of each year and fifty (50%) percent shall be paid on or before January 20th of each year.
- b) The equipment allowance shall total one thousand dollars (\$1,000) annually. On or before July 20 of each year employees shall receive said allowance in a lump sum to cover the maintenance and expenses of both on and off duty equipment, including business use of personal cell phones. This allowance replaces the phone stipend and use of City-issued cell phones. All members will be eligible for the data plan in accordance with City policy. All members are required to provide their cell phone numbers to department administration.
- c) **Use of Personal Phones:** Employer shall not access an employee's personal phone and any contents contained therein (including, but not limited to, e-mails, photographs, text messages, etc.) unless access is required to retrieve work-related materials, investigate violations of workplace rules, part of a legal action, or mandated by law (e.g., Freedom of Information Act).
- d) If an employee quits, retires or is discharged prior to receiving his clothing or equipment allowances, he shall not be entitled to any portion.
- e) The clothing and equipment allowances are taxable income per IRS guidelines.

### **Section 7: Longevity**

- a) Employees who, during a given calendar year, complete five (5) or more years of continuous service for the Employer and who are employed on December 1 of said calendar year shall receive a longevity allowance of \$500.00.
- b) Longevity payments specified in subsection 7a) above shall be paid to all eligible employees in a lump sum payment made on or before December 15 each year.
- c) Employees who resign or retire shall be eligible for prorated longevity payment from their anniversary date.
- d) Employees who are discharged by the City will not be eligible for prorated longevity from their anniversary date.

## **ARTICLE 11: TRAINING AND EDUCATION**

In keeping with the Employer's policy of encouraging the improvement and professionalism of its police personnel through education, the Employer shall provide to the employees the opportunity to take courses at an accredited college, university or community college, by reimbursing the employee for tuition and required textbooks per HRPP 4.12 Tuition Reimbursement.

Education benefits will be paid up to an annual maximum of \$5000 per fiscal year.

## **ARTICLE 12: HOURS**

**Section 1:** The workday consists of eight (8), ten (10) or twelve (12) hours per day. However, the Employer shall have the right to change the number of days and hours per day an employee shall be assigned. The regular workweek shall be forty (40) hours per week. This shall not preclude the employer from reducing its work force, in accordance with Article 8.

### **Section 2: Scheduling**

It is recognized by the Union that scheduling work is a management right. It is recognized by the Employer that such scheduling must not be arbitrary nor capricious, such as changing a member's work schedule from day to day except during periods of emergency.

Section Commanders will submit leave day schedules to their Division Commander. The appropriate Division Commander shall have the right of approval, disapproval, or modification of such leave day schedule submissions. Such disapproval shall not be arbitrary nor capricious.

### **Section 3: Overtime**

- a) For those employees working eight (8) hour days, time and one half the regular straight time hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any work day, and for all hours worked on the sixth work day of the employee's scheduled work week and two times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week.
- b) For those employees working ten (10) hour days, time and one half the regular straight time hourly rate of pay shall be paid for all hours worked in excess of ten (10) hours in any work day and for all hours worked on the fifth and sixth day of the employee's scheduled work week and two (2) times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week.
- c) For those employees working twelve (12) hour days, time and one half the regular straight time hourly rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any work day, and for all hours worked on the sixth work day of the employee's scheduled work week and two times the employee's regular straight time hourly rate shall be paid for all hours worked on the seventh day of the employee's scheduled work week. (For the purposes of this subsection only, the eight (8) hour day is considered a work day, regardless if the employee works the eight (8) hours or not).

#### **Section 4: Compensatory Time**

- a) Overtime shall be compensated by payment at the appropriate rate in pay unless compensatory time off is requested by the employee and approved by the Division Commander. Compensatory time accumulation shall not exceed one hundred-sixty (160) hours. Time earned in excess of one hundred sixty (160) hours will automatically be paid at the appropriate rate in cash. Upon termination or death, all compensatory time accumulated will be paid in full at the salary rate in effect at such termination or death. However, if the Federal or State Law changes so as to make the present system for granting and administering compensatory time and time off illegal, the Employer shall be allowed to change the existing system so as to comply with said law.
- b) Employees shall not be allowed to request more than forty (40) hours of compensatory time off in conjunction with vacation leave or at any other single occasion.
- c) All employees who possess more than one-hundred-sixty (160) hours of accumulated compensatory time off at the effective date of this agreement shall not be allowed to accumulate more compensatory time off until said accumulated compensatory time is used to a level below one hundred sixty (160) hours at which time they shall be allowed to accumulate up to one hundred sixty (160) hours.
- d) Compensable time off shall be considered as time worked for the purpose of computing benefits under this Agreement.
- e) Voluntary payouts of compensatory time will be allowed on a quarterly basis.
- f) The four Detective Bureau supervisors will receive two (2) hours straight time compensatory time each week during the term of this contract for administrative responsibilities.

#### **Section 5: Call Back**

If an employee is called back to work on any other shift, he shall be compensated for a minimum of three (3) hours overtime unless such callback shall extend past three (3) hours, in which case, he shall be paid overtime for the exact hours or portion thereof worked. This provision includes, but is not limited to, returning to work for court appearances, except if an employee is called back for criminal court, he/she will be compensated for a minimum of four (4) hours overtime. In addition, if a Detective Bureau supervisor is called back to work on any other shift, he/she shall be compensated for a minimum of four (4) hours overtime. If an employee is called back within eight (8) hours of the end of his regular shift, he shall be compensated at the rate of time and one half.

An employee called back to work because of negligence of duty shall not be entitled to overtime compensation. For example, if an employee leaves work with department equipment, fails to turn in required documents before leaving work, etc., and is called in

to return the equipment, or turn in the documents, such employee shall not be entitled to overtime compensation. Determination of when an employee will be called in shall be made by an appropriate supervisor.

### **Section 6: Scheduling Overtime**

The Employer has a right to schedule overtime for emergency situations in a manner most advantageous to the department and consistent with the requirements of the public safety.

In nonemergency situations, other than in the Patrol Section, where the scheduling of overtime is deemed necessary, officers will be assigned on a voluntary basis. If there are no volunteers available, the department retains its right to order overtime as in emergency situations.

In nonemergency situations in the Patrol Section, where the scheduling of overtime is necessary, the following procedures will be followed:

- a) Rather than assigning the work to employees who will be compensated overtime, the Employer retains the right to assign personnel in other divisions who are on duty, to fill the assignment.
- b) Overtime assignments will not be offered to employees at a double time rate until all employees who will be compensated at time and one-half, have been assigned.
- c) The department retains the right to order overtime as in an emergency situation.

### **Section 7: Shift Trading**

In the Patrol Section, an employee may be allowed to trade shift schedules with another unit employee to accommodate personal needs. These trades will be of two types, long term and short term.

- a) Short term trades may be made among members as long as both are duly qualified to perform the other's duties. These trades must be made within the pay period, shall not enable employees to accumulate overtime by the trade, will be for not more than three working days and will have mutual approval of the affected employees and the individual's respective Shift Commander. The Division Commander retains the right to disapprove the trade.
- b) Long term trades, anything more than three working days in length, must be made among employees of equal rank and must be approved by the affected employees and the Shift and Division Commander. Such long term trades will end at shift change and will be limited to two per calendar year per employee.

### **Section 8: Annual Training**

An employee's scheduled hours and leave days may be changed to provide up to 80 hours of annual training under the programs outlined below.

- a) Under the Annual Refresher Training (ART) program, employees may be moved to the Training Unit for one block of training consisting of up to 40 hours.
- b) In addition to the ART program outlined above, management is permitted to change an employee's scheduled hours and leave days for training assignments of two days, or longer, for up to an additional 40 hours annually. Schedule changes of one (1) day or more may be made with fourteen (14) calendar days advance notice or with mutual agreement of the employee if such schedule change is made less than fourteen (14) calendar days in advance. Employees may agree to waive the advance notice period.
- c) Management is permitted to change an employee's scheduled hours and leave days for one-day precision driving training, SWAT, MFF (Mobile Field Force), CNT (Crisis Negotiation Team).
- d) An employee will be permitted to waive the training assignment once if the training opportunity will be repeated in the near future and the employee can reasonably be assigned at that time. If the reassignment will not be repeated in the near future, or if the topic is of a critical nature, as determined by the department, no waiver of the assignment will be permitted.

### **Section 9: Hours**

Command personnel may work for each other on a transfer of compensatory time basis under the following conditions:

- a) Requests by command personnel to work for each other on a transfer of compensatory time basis are subject to the lines of approval as applied to the granting of compensatory time.
- b) Sergeants will be allowed to work for other Sergeants where required employer approval has been obtained.
- c) Lieutenants will be allowed to work for other Lieutenants where required employer approval has been obtained.
- d) The Procedural Order covering Transfer of Compensatory Time will be used to control this practice. Since the maximum compensatory time utilization provisions spoken to in that order do not apply to personnel covered by the command officers bargaining unit agreement, that inference of the order shall not be considered.



## ARTICLE 13: PAID TIME OFF

### Section 1: Sick Leave

Sick leave for all union members shall be accrued and granted in accordance with the following provisions:

- a) Each employee of the unit shall be entitled to sick leave of 3.70 hours with pay per pay period (based on an employee being compensated for 80 hours in the pay period). Employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
- b) Unused sick leave may be accumulated without limit.
- c) In addition to compensation for absences due to sickness, the following shall apply:
  - i. An employee who dies as an active employee: His estate shall be paid for his unused sick leave credits up to a maximum of 1650 hours less any banked compensatory time to be paid.
  - ii. At the end of each calendar year, an employee having accumulated less than 960 hours accumulated sick leave, may elect to receive full payment in cash for one-third (1/3) of the unused sick time accumulated during that calendar year at the rate in effect on December 31st of such year. Such payment shall not be for less than one (1) day nor for more than four (4) days; and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and therefore has twelve (12) days accumulated, he may elect to receive four (4) days in cash and carry forward eight (8) sick days. If an employee chooses to elect this payment option, he must so notify the Payroll between December 1st and December 15. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made in the first pay period in January where the pay period starts in January.
  - iii. An employee who has accumulated a total of 960 hours may request to be paid for one-half (1/2) of their unused sick leave credit earned in such year above the nine hundred and sixty (960) hour maximum allowed, with the remaining one-half (1/2) being carried forward. It is the employee's responsibility to notify the timekeeper between December 1 and December 15. The payment will be made in the first pay period in January where the pay period starts in January.
- d) If an employee quits or is discharged from his employment, any unused accumulation of paid sick leave shall be cancelled and shall not be paid.
- e) The City has the right, at its expense, to order an employee to report to a City doctor at any time. The employee shall receive no additional compensation for the

time he is examined if the exam takes place during the employee's normal work schedule or if the employee is examined because sick leave abuse is suspected.

- f) Employees who are on sick leave must notify the Employer of their whereabouts.
- g) Employees will be able to use sick leave for the following individuals living in their household: children, parents (not in-laws) and spouse. The City reserves the right to require an employee to bring in medical verification, at the employee's expense, of family illness if sick leave abuse is suspected.

**Section 3: Vacation**

- a) Employees, as of the anniversary date of their employment by the Employer, shall be eligible for vacation with pay according to the following chart:

Years of Service	Vacation Hours Earned on Annual Basis	Accrual Earned Each Pay Period Based on 80 Hour Pay Period	Maximum Number of Hours
0-9 years	150	5.77	300
10 <sup>th</sup> anniversary to 14 years	180	6.92	360
15 <sup>th</sup> anniversary or more	210	8.08	420

- b) All vacation requests will be submitted to the Division Commander prior to each shift period. Time off requests (vacation/comp time) shall be granted based on departmental seniority, not unit seniority. This does not apply to shift bid, which will be done by unit seniority.
- c) Vacation time may be requested in hourly increments and will be approved consistent with this Article.
- d) Vacation time off shall be cumulative from year to year. However, no employee shall be allowed to accumulate more than two (2) times the annual vacation he is entitled to pursuant to subsection 3a of this Article.
- e) Employees separated from City service shall be paid at their normal salary rate for their unused vacation at the salary rate in effect upon the date of their separation.
- f) If an employee is transferred within the department, any previously approved vacation will be honored.
- g) In the event an employee is called back to work from his/her scheduled vacation period, after informing the calling supervisor that he/she is on a scheduled vacation, he/she shall be compensated as follows:
  - i. Double time for all hours worked from the end of the last shift prior to beginning of the scheduled vacation until the first hour of the next scheduled working shift.
  - ii. Vacation will be compensated on a one (1) day for one (1) day ratio of those days lost due to the call back.

## **ARTICLE 14: HOLIDAYS**

### **Section 1: Holidays**

All employees of the City shall receive their regular compensation for the following holidays or parts of holidays and any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator, during which the public offices of the City are closed:

- New Years Day
- Martin Luther King's Birthday (observed holiday)
- Presidents' Day
- Easter
- Employee's Birthday
- Memorial Day (observed holiday)
- Juneteenth
- July 4th
- Labor Day
- Indigenous People's Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Eve

Employees outside the Patrol section will celebrate the holiday on the actual day off and will receive forty (40) hours of pay per week. This section does not prevent the Employer from scheduling work if advantageous to the Department.

Patrol personnel on shift schedules will celebrate the holiday on the actual day. The Chief will determine in advance the day to be celebrated as the holiday for all other personnel. An employee who works both the calendar day and a designated date of the holiday shall receive holiday benefits only for the calendar date of the holiday.

### **Section 2: Holiday Pay and Holiday Premium Pay**

- a) Holiday Pay – Compensation for the above-referenced holidays which is available to all active employees of the City. Compensatory time may be substituted for Holiday Pay on a scheduled leave day.
- b) Holiday Premium Pay – This compensation is a negotiated benefit for members when they work on one of the above-referenced holidays. Employees may request that Holiday Premium be paid in compensatory time, if they have at least 80 hours of time worked (pay) in that pay period.

- c) In cases where an employee's assigned leave day falls on a holiday, he shall receive eight (8) hours of straight time compensation if he is working eight (8) hour shifts and ten (10) hours of straight time compensation if he is working ten (10) hour shifts and twelve (12) hours of straight time compensation if he is working twelve (12) hour shifts.
- d) Employees who are scheduled to work and do work on a holiday will receive two (2) times their regularly hourly rate for the holiday (Holiday Premium Pay) in addition to Holiday Pay for the hours worked.
- e) Members in administrative assignments will not be forced off on the following holidays: MLK, Presidents' Day, Veteran's Day and the Member's Birthday, and two additional holidays of their choosing.
- f) If an employee's regular schedule would include working on the holiday, but he/she is on approved time off, they will receive Holiday Pay for that day, plus straight time pay for the number of hours of their approved time off from their bank. The employee will be required to use some type of banked time to be off.

**Section 3:** To qualify for Holiday Pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours he/she was scheduled to work the last day he/she was scheduled to work before the holiday and the next day following such holiday unless he/she was excused from work on said days, or unless he/she presents a reasonable excuse acceptable to management.

## ARTICLE 15: LEAVES OF ABSENCE

### Section 1: Medical Related Leaves

All medical leaves are concurrent with FMLA when it is applicable under the regulations, as determined by management. While on FMLA for a personal illness, an employee must utilize sick leave banks, but can retain up to 84 hours. Once sick leave is exhausted (down to 84 hours), the employee must use other banked time (vacation, comp or personal) until time is exhausted or FMLA is exhausted, whichever comes first. The employee may choose from which bank the time comes and may reserve up to 40 hours in each bank.

Once FMLA is exhausted, if an employee continues on a medical leave or a child birth/adoption leave, the employee can request to be paid out of any remaining banks (however, sick banks may only be used if there is supporting medical documentation of illness), or may choose to be unpaid. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and will not accrue pension time or paid time off.

- a) Family Medical Leave: An employee who, because of a serious health condition, which makes the employee unable to perform his or her duties (other than illness or accident compensable under the Michigan Workers Compensation laws), or who has an immediate family member (spouse, children, or parent of the employee) with a serious health condition, or for the birth of a child, or the placement of a child for adoption or foster care, may be granted a leave of absence in accordance with the FMLA. The employee will provide the required documentation and medical certification to the Benefits Team Representative. Employees will continue to accrue paid time off while on FMLA leave as long as they are being paid.
- b) Child Birth / Adoption: Leave will be granted for up to 6 calendar months if requested. Employee will accrue seniority during the child birth/adoption leave. Employees will have the option of utilizing 12 weeks of paid parental leave in accordance with Human Resource Policy and Procedure 4.16. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee, may also opt to use available sick time while on pregnancy leave, while she is considered medically disabled (generally 6-8 weeks). Vacation, compensatory, and personal leave time may also be used at the employee's election, if sick time is not appropriate or available, once FMLA has been exhausted. Total time to be allowed including FMLA and use of paid parental leave and/or accrued banked time shall not exceed six (6) months.
- c) Non-FMLA Medical Leave & Absence: A medical leave may be granted for up to one year, if approved by the Benefits staff (one year including any available FMLA). The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave. During the

course of the leave, the employee will continue to accrue paid time off as long as he/she is receiving pay.

When an employee knows in advance that a leave of absence under this section will be requested, the employee is required to submit such requests no later than thirty (30) days prior to the start of the shift schedule during which the leave of absence will occur. Employees granted leaves of absence under this section will have their shift and leave days assigned by management for the shift schedule during which the leave of absence will occur.

- d) Return from Medical Leave: Prior to returning to work from any medical leave, it is the employee's responsibility to contact the Benefits Team as soon as possible prior to the planned return to work date. Failure to promptly contact the Benefits Team may delay the employee's return to work. No employee may return to work from a medical leave without authorization from the Benefits Team.

## **Section 2: Non-Medical Leaves**

Management must approve non-medical leaves. Management is also responsible for notifying the Benefits staff for coordination of benefits issues. While an employee is on a non-medical leave, he/she may utilize compensatory time, vacation time or personal time, if approved. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and employee will not accrue pension time or paid time off during the period when unpaid.

- a) Personal Leave: The Employer may grant a leave of absence for personal reasons of thirty (30) calendar days or less without pay and without loss of seniority to an employee who has completed his/her probationary period provided he/she presents a reason acceptable to the Chief.
- b) Military Leave: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniform Services Employment & Reemployment Rights Act (USERRA), or any other applicable laws then effective.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. (See Human Rights Policy and Procedure 4.8 for details regarding process.)

- c) Union Business: The Employer agrees to grant a leave of absence with pay for up to fourteen (14) calendar days total (unless additional days are approved by the Chief) in any one (1) calendar year to employees designated by the Union to attend a Union convention provided the employees give fourteen (14) calendar days written notice of their intent to attend the convention; and provided further that the

employees can be spared without the curtailment of operations or the necessity of overtime pay on behalf of the Employer.

- d) Funeral Leave: Regular employees shall be allowed up to forty (40) hours with pay as funeral leave in order to attend the funeral for a death in the immediate family. Immediate family is to be defined as follows: spouse, mother, father, sister, brother, step parent, child, or step-child, grandchild, grandparent and the parent, sibling, grandparent, step-sibling, or step-parent of employee's spouse or other member of employee's household as approved by the Chief. Funeral leave shall not be deducted from sick time.

In the event an employee is called back to work from Funeral Leave (or compensable time or personal leave or regular leave taken in conjunction with his funeral leave) he/she shall be compensated by returning to said employee on a one (1) day for one (1) day ratio those days lost due to the callback and by paying him/her two times his/her regular straight time hourly rate for the hours worked. It is the employee's responsibility to inform the supervisor who is advising him/her to report that he/she is on funeral leave prior to reporting to work.

- e) Public Position: A regular employee, who has completed his/her probationary period, and who has been elected or appointed to a public position will be granted a leave of absence without pay for a period not to exceed two (2) years. An employee elected or appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave he/she shall be returned to the permanent job classification that he/she held prior to said leave.
- f) Personal Days: An employee may use up to 32 hours of personal leave in any July 1 through June 30 period. Request for such personal leave must be made at least twenty four (24) hours before the day requested. These days will not be charged as sick leave days. Granting of this leave is subject to the operational requirements of the department but shall in no case be denied to avoid creating overtime work. Any unused personal leave days remaining upon completion of the employee's last scheduled workday in the fiscal year shall be added to their compensatory time bank in the next pay period. Any new employee of this unit who was previously covered by a personal leave day provision of another bargaining unit may not earn or use more than a total of 32 hours personal leave days in the fiscal year. Unused personal leave days will be paid to the employee upon resignation or retirement. Unused personal days will not be paid if employee is justifiably terminated by the City.
- g) Jury Duty: An employee who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Employer for

the hours lost from work for jury duty not to exceed eight (8) hours of pay for those working an eight (8) hour per day schedule and not to exceed ten (10) hours per day for those working a ten (10) hour per day schedule and not to exceed twelve (12) hours of pay for those working a twelve (12) hour per day schedule at his regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his shift for two (2) or more hours unless such employee does so return to work.

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



## ARTICLE 16: WORKER'S DISABILITY COMPENSATION

Each employee will be covered by the applicable Worker's Disability Compensation Act. An employee must report work related injuries and illnesses as soon as possible to his/her supervisor. The employee must follow all directions related to medical care issued by the Benefits Team or third party worker's compensation providers.

### Section 1: First 52 Weeks

- a) Supplemental: The Employer agrees that an employee whose absence from work is due to illness or injury arising out of and in the course of his/her employment with the City, and who is eligible for Worker's Compensation, and seeks medical treatment, shall in addition to Worker's Compensation benefits, receive the difference between the Worker's Compensation benefits and his/her net City salary and all fringe benefits (except clothing and equipment allowance) as of the date of injury (excluding overtime) commencing on the first day on which he/she is unable to work due to work-related illness or injury. Supplemental payments will be paid thereafter until the 365th day following such injury.
- b) Net Pay: Net pay for purposes of determining the supplement will be calculated as follows:

Employee's bi-weekly wage less Federal taxes, State taxes, FICA and pension withholding. The supplemental amount will not increase because of a change in the employee's W-4 form.
- c) Pension: For computation of pension withholding and final average compensation for retirement calculation, the employee's regular bi-weekly salary will be used instead of the actual supplemental amounts paid. For periods of less than two weeks, the amounts will be prorated. The City will bear any additional necessary cost to make the pension contribution the same as if the employee were working. Worker's Compensation benefits shall not be used for purposes of computing final average compensation for pension.
- d) Reoccurrence: If an employee returns to work prior to the expiration of the 52 week period, and then is off again due to a reoccurrence or aggravation of the disability resulting in the prior absence from work, that employee shall be entitled to receive supplemental pay for a number of weeks equal to 52 minus the number already received.

### Section 2: After 52 Weeks

- a) Payment: After the 52-week period, an employee who is eligible for Worker's Compensation benefits will receive only those statutorily mandated Worker's Compensation benefits. After the 52-week period, the employee will not receive any fringe benefits including insurance or accrue any sick, vacation, personal, or

other time. However, an employee may use accrued sick, vacation or compensatory time to supplement worker's compensation payments up to his/her net salary.

- b) Pension: After the 52-week period, an employee who is eligible for Worker's Compensation benefits will not have any pension withholdings taken nor will he/she receive pension credit.

### **Section 3: Secondary Employment**

- a) Notice: While an employee is receiving Worker's Compensation benefits, he/she shall notify the City if he/she is working elsewhere. Failure of an employee to notify the City that he/she is employed elsewhere shall result in the employee forfeiting his/her right to any additional weekly supplemental payments to which he/she would otherwise have been entitled, and in reimbursing the City an amount equal to that earned at other employment but not to exceed the amount the employee would have been entitled to as supplemental pay.
- b) First 52 Weeks: In the event that the employee is receiving income from another job and still remains on Worker's Compensation, the amount of the City's contribution shall be reduced by such an amount so that the total of the Worker's Compensation, City contribution, and outside income will not exceed his/her City net salary as of the date of the injury.

### **Section 4: Work Offered by the City**

While an employee is receiving Worker's Compensation benefits, he/she shall be required to perform work that is offered by the City if he/she is capable of performing that work, including limited and light duty work. If an employee refuses to perform other work offered that he/she is capable of performing, the right to supplemental pay shall be forfeited and the employee will lose regular Worker's Compensation benefits under the Act.

- a) First 52 Weeks: If the employee is offered this work during the first 52 weeks, when he or she is entitled to supplemental payments, the salary for the work offered will not be lower than his/her salary prior to the worker's compensation illness or injury.
- b) After 52 Weeks: If the employee is offered work after the 52 weeks, his/her salary shall be that of the job offered.

### **Section 5: Return to Work**

- a) Medical Checks: The employee may be required to periodically report to a City-selected and paid for doctor.
- b) Prior position: At any time that the employee is able to return to his/her regular position, he/she shall be required to do so. Failure to return will result in forfeiture

of weekly supplemental payments and loss of regular Worker's Compensation payments under the Act.

- c) Other positions: If the employee is not able to return to his/her former position but is able to perform work in another open position, he/she may be offered that position and his/her pay shall either be commensurate with the salary or wage grade for that position.

### **Section 6: Additional Medical Treatment upon Return to Work**

The treatment must meet the criteria below to be considered an official worker's compensation medical treatment:

- Initial Treating Physician (if treated in the ER)
- City's preferred medical facility.
- An official referral from the City's preferred medical facility.

Any questions regarding whether a treatment is considered approved should be directed to the Employee Benefits Supervisor.

There will be no overtime paid for follow-up medical treatment that meets the above criteria. Also, any contractual call back provisions are not applicable (i.e., there is no minimum guarantee of hours).

If treatment is necessary during the employee's normal shift, the employee will be released and will not be required to utilize sick time.

If the treatment is necessary during off shift hours, the employee will receive equivalent compensatory time at a straight rate that will be determined on a pay period basis. The employee must document all treatment hours on off-shift hours and submit them to the Benefits Supervisor on a pay period basis. The straight time off shall include travel time to and from the location necessary for follow-up treatment.

The Employer maintains the flexibility to change the schedule of employees requiring follow up treatment when operationally necessary.

### **Coordination of Benefits**

The Worker's Compensation and Pension benefits paid to an employee or a retiree shall be coordinated so that the amount of pension paid to that person shall be reduced by the amount of the Worker's Compensation payments. Upon termination of the period for payment of Worker's Disability Compensation, arising on account of his/her City employment, the employee or retiree shall again receive his/her full periodic pension payments.

## ARTICLE 17: INSURANCE BENEFITS

### Section 1: Health Insurance

The City will provide health, dental and optical insurance coverage described below beginning on the 90th day of employment. An employee may elect to purchase those benefits at his/her own cost during the first 89 calendar days of employment. Employees promoted or transferred into this bargaining unit who, during their course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.

Where two employees are legally married and are eligible for health, dental or vision coverage, they will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.

Employees must report major life event changes to the Benefits staff within 30 calendar days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under another plan. Notification beyond 30 calendar days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 calendar days results in additional benefit costs to the City, the employee may be held responsible for such costs.

The Union agrees that health, dental and optical coverage may be placed out for competitive bidding, providing the level of benefits outlined in Appendices B, C, and D are maintained or improved. If a provider with reasonably similar acceptance levels to current providers can supply an equivalent or better benefit plan at the same cost, those benefits will be provided to the bargaining unit. There shall be at least 30 calendar days' notice provided to bargaining unit before any changeover in providers goes into effect.

#### a) Active Employee Health Care Coverage

The City will provide health care coverage under a preferred provider organization program (the "PPO Plan") administered by Blue Cross-Blue Shield of Michigan, or similar third party administrator. Employees may elect coverage under the PPO Plan as described below and in Appendix B, at the costs specified in Appendix B. Employees will be provided with specific information regarding the health care plan coverage at their new hire orientation and, in writing, each year during the open enrollment period.

The City will pay the cost of the Plan, subject to premium, deductible, co-insurance and co-pay costs described in Appendix B which will be paid by the employee. (The employee may choose coverage for employee, employee plus one, employee plus two, employee plus three or employee plus 4 or more as defined in the health care plan (including children through the end of the month that they turn 26). An employee shall not be able to change such coverage election until the next open

enrollment period, or unless the employee has a qualifying event as defined by the plan document.

During the term of this Agreement, Employees will be offered two options for health care contributions on a January 1 – December 31 plan year (both plans provide the same health care benefits):

- i. “Low Plan”: No monthly premium and costs specified in Appendix B.
- ii. “High Plan”: 10% monthly premium with costs specified in Appendix B.

Premium contributions shall be based upon the illustrative premium rates for all applicable plans, and will be subject to revision based upon the plan’s experience each year, for the duration of the Agreement. In months where there are three pay periods premium contributions will be deducted from first two pay periods.

By October 15<sup>th</sup> of each year of this contract, the City will provide the Union with the illustrative rates for the health care plan for the following calendar year, as well as the applicable premiums for the following calendar year. If the City’s costs for the health care plan exceed the hard cap limits for costs that a public employer can pay as set by PA 152, the City will provide the Union with an option that will modify the health care plan in such a way as to bring the City’s plan costs under the hard cap limits. The Union will have 30 calendar days to consider the City’s proposed modification and decide if the modification is acceptable. If the modification proposed by the City is not accepted by the Union, the Union may negotiate a different plan modification, but, if the plan modification exceeds the hard cap, the members will be required to pay the difference between the hard cap limit and the City’s actual costs as based on the illustrative rates of the group on a stand-alone basis. Any incremental payment will be allocated equally among the members and will be withdrawn from paychecks on a twice-monthly basis beginning January 1. If the parties cannot agree on medical plan modifications for COAM members, this shall be a subject for 312 arbitration.

Any applicable mandates under the Patient Protection and Affordable Care Act (PPAC) that take effect during the duration of this contract will be implemented as required by law for active employees and those who retire after May 1, 2012. Employees who retired on or before May 1, 2012, are considered to be part of “retiree only” plans to which PPAC changes do not apply.

b) Dental Coverage

Employees, their spouses and eligible dependents shall be provided a “75% (Class I and II) 50% (Class III and IV) Delta Dental Plan” with benefits as specified in Appendix D, or its satisfactory equivalent. Dental benefits are available to dependents through the end of the calendar year in which they turn nineteen (19),

or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility.

c) Optical Coverage

Employees, their spouses and eligible dependents shall be provided vision coverage through Eye-Med Advantage or its satisfactory equivalent. Vision benefits are available to dependents through the end of the calendar year in which they turn 19 or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility. Plan specifics are outlined in Appendix C.

d) Waiver

Under specified conditions set forth in Appendix E, employees shall be able to waive their City health, dental, and/or vision insurance coverage and receive up to \$2000 per year, payable on a per pay period basis. The City reserves the right to amend or terminate the program at any time during Open Enrollment to be effective as of the upcoming January 1.

e) Wellness Incentive Program

Employees enrolled in the City health coverage insurance plan will have the opportunity to participate in the Wellness Incentive Program. Employees can earn incentive dollars up to \$500 per plan year for completing the Wellness Incentive Program requirements by the specified dates, as determined on an annual basis by the Wellness Committee and the Benefits Supervisor. The incentive, if earned, will be deposited into the employee's Health Reimbursement Account to pay for out-of-pocket medical expenses. Employees who are hired in the 4th quarter of the calendar year are not eligible for the Wellness Incentive Program for that calendar year.

## **Section 2: Life Insurance Coverage**

a) Basic

The Employer will pay the entire premium cost of \$40,000 of life insurance to all members of this bargaining unit, beginning on the entry date into a position in this unit.

b) Optional

In addition to the basic amount specified above, eligible employees will be permitted to take additional insurance equal to two or three times the amount of their annual salary, with the employee paying one half of the premium and the Employer paying the other half. Employees may elect this insurance coverage within 30 days of initial eligibility. If not elected at that time, optional life insurance will be subject to evidence of insurability by the insurance provider. In addition, any coverage over \$250,000 (including basic life insurance) will be subject to evidence of insurability by the insurance provider. The insurance provider determines eligibility for this coverage.

The employee's cost of optional life insurance coverage shall be paid by payroll deduction over 26 pay periods.

c) Dependent

Employees may elect this insurance coverage within 30 days of initial eligibility. Eligible employees above are entitled to subscribe to dependent life insurance for their family in the amounts specified below:

Coverage

Spouse	\$10,000.00
Children	
Birth to age 6 months	\$ 1,000.00
Age 6 months to 19 years	\$ 7,000.00
Students 19-25 years	\$ 7,000.00
(coverage ends on the 25th birthday)	

The cost of Dependent Life Insurance is the responsibility of the employee and will be paid for through payroll deduction on a monthly basis.

## ARTICLE 18: RETIREMENT

### Section 1: Pension

The pension ordinance, as adopted by City Council, with amendments through the effective date of this agreement, is incorporated and made a part of this Contract. The following limited summary of benefits is applicable to COAM members. Members should consult the Pension Office or the Pension Ordinance for more specific details.

- a) Pension Contribution: Employees contribute six percent (6%) of their total compensation on a pre-tax basis to the defined benefit pension plan.
- b) Pension Calculation: 2.75% of final average compensation, multiplied by the number of years of credited service. (See pension ordinance for details regarding final average compensation). For employees promoted into this bargaining unit from a unit in which they were eligible for a 36 month FAC, based on their date of hire, the FAC calculation will be based on 36 months of credited service within the ten years prior to retirement, as specified in the pension ordinance. For employees promoted into this bargaining unit from a unit in which they were eligible for a 60 month FAC, based on their date of hire, the FAC calculation will be based on 60 months of credited service within the ten years prior to retirement, as specified in the pension ordinance.
- c) Normal Retirement: For employees promoted into this bargaining unit from a unit in which they were eligible for a 5 year vesting period, based on their date of hire: Age 55 with at least 5 years of service, or 25 years of service, regardless of age. For employees promoted into this bargaining unit from a unit in which they were eligible for a 10 year vesting period, based on their date of hire: Age 55 with at least 10 years of service, or 25 years of service, regardless of age.
- d) Early Retirement: Age 50, with at least 20 years of service. The early retirement reduction factor is 0.33% for each month or fraction of a month that the employee retires prior to his/her regular retirement date (see above) or 3.96% per year.

### Section 2: Final Payouts at Retirement

- a) Accrued, unused sick leave, compensatory time and vacation are paid out in one lump sum after retirement. Such payments are not included in final average compensation.
  - i. If a member retires within the first eighteen (18) months of being promoted into the COAM bargaining unit, accrued, unused sick leave, compensatory time, and vacation will be paid out at the rate of pay that the member received at the time they left AAPOA. If the member retires after their first eighteen (18) months of being promoted into the COAM bargaining unit, accrued, unused sick leave, compensatory time, and vacation will be paid out at the member's current rate of pay. This subsection will become



effective for anyone promoted into the COAM bargaining unit after the date of ratification of this Agreement.

- b) Vacation: Employees who retire from the City service shall be paid for their unused vacation at the salary rate in effect upon the date of their separation or their last rate of pay within AAPOA (as specified in subsection a(i) above) up to their maximum accumulation (two years' accrual), or up to the maximum total payout of 1650 hours of combined compensatory time, sick time and vacation time.
- c) Sick Time: Employees who retire from City service shall be paid for accrued, unused sick leave at the rate in effect upon the date of separation, or their last rate of pay within AAPOA (as specified in subsection a(i) above). However, such accrued, unused sick leave, when combined with any other payouts of compensatory and vacation time, cannot exceed a maximum combined total of 1650 hours.
- d) Compensatory Time: Employees who retire from City service shall be paid for all compensatory time accumulated at the rate in effect upon the date of separation, or their last rate of pay within AAPOA (as specified in subsection a(i) above).
- e) Personal Hours: Employees who retire from City service shall be paid for any unused, accrued personal hours up to the annual maximum of 32 hours at the rate in effect upon the date of separation, or their last rate of pay within AAPOA (as specified in subsection a(i) above). This amount shall be included in final average compensation.
- f) Longevity: Employees who retire from City employment shall be eligible for prorated longevity payment from their anniversary date to the date of retirement.

### **Section 3: Retiree Insurance**

- a) General Health Coverage

Where two retirees/employees are legally married and are eligible for health, dental or vision coverage, they will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.

Retirees and/or surviving spouses or dependents must report major life event changes to the Benefits staff within 30 days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under another plan. Notification beyond 30 days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within 30 days results in additional benefit costs to the City, the retiree, surviving spouse or dependent may be held responsible for such costs. Surviving spouses who

remarry after the death of the retiree may not add a new spouse or dependent child to City benefit plans.

b) Dental and Vision

Dental and vision insurance are not provided by the City to retirees. Dental and vision insurance will end as of the date of retirement, unless continued through COBRA at the retiree's full cost.

c) Retiree Health Coverage

The City of Ann Arbor shall provide to all bargaining unit members who are transferred from a union in which they were eligible for City subsidized retiree health care coverage, who retire, (including their spouse and dependents as long as the retiree remains the subscriber), the retiree health care insurance benefits and coverage level under the health insurance plan as received by the bargaining unit member as of the date of retirement, unless otherwise provided herein. It is the intent of the parties, as permitted by law, that these benefits will continue throughout the life of the retiree and his/her dependents during the time they are eligible, as defined in the health care plan and in accordance with the provisions of the Retiree Health Care Benefits Plan and Trust (Chapter 21 of the City's Code of Ordinances). This benefit provision may also apply to surviving spouses and eligible dependent children (as defined in the health care plan) of deceased retirees, and dependent on the pension option chosen by the employee at the time of retirement.

The City of Ann Arbor shall provide to all bargaining unit members who are transferred from a union in which they were eligible for City subsidized retiree health care coverage, who retire, (including their **eligible** spouse and **eligible** dependents as long as the retiree remains the subscriber), the retiree healthcare insurance benefits and coverage level under the PPO Plan shall continue beyond the expiration of the collective bargaining agreement as vested and unalterable rights for the life of the retiree and **eligible** dependents/beneficiaries. In addition, bargaining unit members who have already retired shall continue to receive the health care coverage in effect at the time of their retirement (including their eligible spouse and dependents as long as the retiree remains the subscriber).

Other coverage: If an employee who is eligible for City subsidized retiree health care coverage retires and is able to obtain health care coverage from another source (e.g., other employment), the retiree may choose to drop the City's health care coverage. However, should the retiree lose his/her alternate coverage for any reason, including voluntary or involuntary separation of employment, upon production of proof-of-loss to the City, such retiree may elect to reenroll under the City's health coverage. Such coverage shall be restored and recommence immediately following the production of such proof-of-loss. The City shall not prohibit a retiree or surviving spouse or eligible dependent from re-entering the City's PPO Plan for any reason upon loss of coverage from another program, and the health

coverage benefits provided upon return to City coverage will be the same as those the employee was entitled to upon retirement.

Employees who transfer from another position in the City in which they were not eligible for City subsidized retiree health care coverage will not be eligible for employer paid health care insurance coverage at the time of retirement. For the term of this agreement, the City will annually contribute the actuarial equivalent of \$3500 in to a Retirement Health Reimbursement Account for each bargaining unit member in this category (See Appendix F). The account will become available to employees upon their retirement, for reimbursement of eligible medical expenses, or to purchase, at the retiree's full cost, access to the City health care plan that may be offered at that time. Employees will receive an annual statement documenting their credit in the account or it will be available online.

**Deferred Vested:** Employees who do not retire, but take a deferred vested retirement allowance are not eligible to receive health care coverage.

**Medicare:** Retirees who are eligible for City subsidized retiree health care are required to have both Medicare Part A and Part B at the time they reach Medicare eligibility. Failure to elect such coverage will result in no coverage by the City plan. The Medicare Part B premium remains the responsibility of the retiree. If the retiree has not earned enough credit to qualify for unpaid Medicare Part A, or does not otherwise qualify for such coverage through their spouse, the retiree will continue with regular PPO Plan coverage.

d) Retiree Life Insurance

**Basic:** The Employer will pay the entire cost of \$10,000 of life insurance for retiring employees (full or early) on a City pension. Employees taking a deferred vested retirement allowance do not receive this benefit.

**Optional:** Retiring employees, who continue to have basic life insurance paid for by the City, may convert their optional life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance provider.

**Dependent:** Retiring employees, who continue to have basic life insurance paid for by the City, may convert their dependent life insurance into a personal (individual) policy at retirement. The premium for this coverage shall be paid entirely by the retiree directly to the life insurance provider.

## ARTICLE 19: GENERAL

**Section 1:** The Employer will provide bulletin boards in the Police building which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

- a) Any notices pertaining to or affecting the Union membership which have been approved by the Steward or his designate.
- b) Miscellaneous items placed on the board by members, such as “for sale” notices.

**Section 2:** The Employer shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment as it deems necessary to properly safeguard the health of the employees and protect them from injury.

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

In the event an officer believes that his assigned vehicle is unsafe for use during his tour of duty, he shall return it to the station. If his immediate supervisor agrees with the officer, the vehicle shall be tagged and parked. Except for emergency situations, such vehicle shall remain parked until either cleared by the Employer’s mechanics as being safe for road service or released by the Chief or his designated representative in writing. It is understood and agreed that the vehicle will at all times be maintained in a state of general repair and will be mechanically functional. If it is determined by the employee and his shift supervisor that an assigned patrol vehicle is in violation of this Section the vehicle will be dead lined and not be used until repairs are completed.

**Section 3:** Any employee involved in any accident shall immediately report said accident and any physical or personal injury sustained therein to supervisor. When required by the supervisor, the employee shall make out any and all accident reports requested by the Supervisor and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision may subject such employee to disciplinary action.

- a) Employees shall immediately, or at the end of their work each day, report all defects of equipment to their immediate supervisor.
- b) No vehicle will be used that has been driven over six (6) years or eighty (80,000) thousand miles, whichever comes first. This does not apply to Special Event Vehicles.

**Section 4:** The Employer shall not allow anyone, with the exception of the Chief, Deputy Chiefs, Chief's Management Assistant(s), Professional Standards Lieutenant and Sergeants, the City Administrator or Assistant City Administrator, the City Human Resources Director, the HRSP assigned to the Police Department, the City Attorney, or Assistant City Attorney to read, view, have a copy of, or in any way peruse a member's personnel file, which is kept by the Human Resources Department. This language does not prohibit the above individuals from making official reports regarding information contained therein. Any member may inspect his or her own file by completing the form on Ultipro. Nothing in this section shall be construed to diminish the provisions of Bullard-Plawecki Employee Right-to-Know Act. Public Act 397 of 1978.

**Section 5:** The Employer agrees to recognize as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives of each of the four (4) bargaining units recognized in the Ann Arbor Police Department. These members shall be appointed by their various units. The members shall elect at each meeting a chairman. The Board, by majority vote, will advise the Chief of Police in matters concerning the type, style, and wearing of police uniforms except during emergencies. Board members will solicit input from officers impacted by proposed changes to specialty uniforms (e.g., bike officers, motorcycle officers, etc.) Meetings of this committee will be held at least twice a year in the months of January and July. It is understood by both parties to this Agreement that this Board is advisory only and the final decision in all cases rests with the Police Chief.

**Section 6:** The Employer shall provide well-balanced meals during emergency conditions or where employees are confined, during their tour of duty, due to the nature of their job assignment.

**Section 7:** An employee will not be prohibited from being deputized by the Sheriff in Washtenaw County.

**Section 8:** Mileage. The Employer shall reimburse employees who use their personal vehicles for City business at the current City rate.

**Section 9:** The Employer shall provide paid parking spaces within a reasonable distance from the police station for the use of employees. A reasonable distance shall include the Ann and Ashley parking structure and any other facility or lot within a radius of 1,600 feet from City Hall.

**Section 10:** The Employer agrees to reimburse employees, on a pro-rata basis according to the condition and age, for all necessary and reasonable personal articles damaged in the line of duty. The Chief shall make the determination on the pro-rata compensable value of an article claimed for reimbursement pursuant to this Section. The City will reimburse employees who break eyeglasses, on a pro rata basis according to condition and age, for the reasonable value of the eyeglasses that are damaged in the line of duty and not through negligence of the employee. It is understood the eyeglasses become the property of the City after reimbursement is made. In the event the employee receives

compensation from his/her insurance company or from any other third party for damaged eyeglasses, this section shall not apply. It is understood between the City and Union that the maximum amount to be reimbursed for lost or damaged eyeglasses is two hundred and fifty dollars (\$250).

**Section 11:** Special conferences on important matters will be arranged between the Union and the Chief of Police or the City and their designated representatives upon the request of either party. Such meeting shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held between the hours of 8 a.m. and 5 p.m. Monday through Friday except on holidays unless otherwise agreed by the parties.

**Section 12:** Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training opportunities (excludes lateral transfers within the department) will be made on the basis of interest and qualifications as determined by management. Under such supervision, the employee being trained will continue to receive his current rate of pay.

**Section 13:** The City or the Department may provide City Personnel Rules for use in the City or in the Department. Thirty (30) calendar days prior to implementation of any new City Personnel Rules affecting the bargaining unit, the proposed City Personnel Rules will be submitted to the Union President for review and input. These City Personnel Rules shall be standardized wherever possible.

The Employer shall be responsible for notifying bargaining unit members of any changes or additions to City Personnel Rules via e-mail at least ten (10) days prior to the actual implementation. In any conflict between the City or Departmental rules and this Agreement, this Agreement shall take precedence.

**Section 14: PERA Requests**

PERA requests must be submitted in writing to the Director of Human Resources and Labor Relations. The submitting party will be charged the following costs:

Copies	\$.05 per 8.5 x11 page
Mailing	Actual Mailing Costs
Labor costs incurred in searching, examining, reviewing, redacting or separating materials	1 hour or less: no charge More than 1 hour: the hourly wage of the lowest-paid employee capable of performing the work.

**Section 15: Collective Bargaining Agreements**

The City will provide at its cost, five (5) printed copies of the collective bargaining agreement.

## **ARTICLE 20: SUMMARY PROVISIONS**

### **Section 1: Provisions Contrary to Law**

If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

### **Section 2: Waiver Clause**

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

### **Section 3: Prior Agreements and Understandings**

No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements that conflict, except that pursuant to an understanding between the parties reached at the conclusion of the 1989 pension related negotiations, separate individual contracts or guarantees will be entered into between the City, the Union, and each bargaining unit member.

## ARTICLE 21: DURATION

This agreement shall become effective ~~May 21, 2018~~ (the date ratified by City Council) and shall remain in full force and effect until the 31st day of December, 2023 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this agreement.



IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on the day and year first above written.

EMPLOYER  
CITY OF ANN ARBOR

UNION  
COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN

\_\_\_\_\_  
Christopher Taylor  
Mayor

\_\_\_\_\_  
Kenneth E. Grabowski  
Business Agent

ANN ARBOR COMMAND  
OFFICERS ASSOCIATION

\_\_\_\_\_  
Jacqueline Beaudry  
City Clerk

\_\_\_\_\_  
Shane Dennis  
President

Approved as to Substance:

\_\_\_\_\_  
Earle Fox  
Past Vice President

\_\_\_\_\_  
Tom Crawford  
City Administrator

\_\_\_\_\_  
Patrick Maguire  
Vice President

\_\_\_\_\_  
Michael Cox  
Chief of Police

Approved as to Form:

\_\_\_\_\_  
By: Stephen K. Postema  
City Attorney

## APPENDIX A – WAGE SCHEDULES

### Wage Schedule - 01/01/2021 COAM

Position	Pay Scale	Starting Pay/ After 7 Years      After 12 Years      After 18 Years			
		Starting Pay	After 7 Years	After 12 Years	After 18 Years
Sergeant 158761	CO1501	\$ 99,486.40	\$ 101,982.40	\$ 104,540.80	\$ 107,161.60
		\$ 3,826.40	\$ 3,922.40	\$ 4,020.80	\$ 4,121.60
		\$ 47.83	\$ 49.03	\$ 50.26	\$ 51.52
			8.40%	8.29%	8.34%
Position	Pay Scale	Starting Pay	After 7 Years	After 12 Years	After 18 Years
Lieutenant 158731	CO1502	\$ 104,728.00	\$ 110,552.00	\$ 113,214.40	\$ 116,105.60
		\$ 4,028.00	\$ 4,252.00	\$ 4,354.40	\$ 4,465.60
		\$ 50.35	\$ 53.15	\$ 54.43	\$ 55.82

- Notes:**
1. The Sgt. wages are adjusted to create a 16.5% differential with Senior Officer II w/Bachelor's degree at the starting wage only.
  2. Once the starting wage is calculated, a 2.5% differential is applied between each step from starting pay to after 18 years.
  3. Wage differential between Sgt and LT adjusted to create differentials of 8.40% (at 7yrs), 8.29% (at 12yrs) and 8.34% (at 18yrs).

### Wage Schedule - 01/01/2022 COAM

Position	Pay Scale	Starting Pay/ After 7 Years      After 12 Years      After 18 Years			
		Starting Pay	After 7 Years	After 12 Years	After 18 Years
Sergeant 158761	CO1501	\$ 101,982.40	\$ 104,540.80	\$ 107,161.60	\$ 109,844.80
		\$ 3,922.40	\$ 4,020.80	\$ 4,121.60	\$ 4,224.80
		\$ 49.03	\$ 50.26	\$ 51.52	\$ 52.81
			8.40%	8.29%	8.34%
Position	Pay Scale	Starting Pay	After 7 Years	After 12 Years	After 18 Years
Lieutenant 158731	CO1502	\$ 107,348.80	\$ 113,318.40	\$ 116,043.20	\$ 118,996.80
		\$ 4,128.80	\$ 4,358.40	\$ 4,463.20	\$ 4,576.80
		\$ 51.61	\$ 54.48	\$ 55.79	\$ 57.21

- Notes:**
1. The Sgt. wages are adjusted to create a 16.5% differential with Senior Officer II w/Bachelor's degree at the starting wage only.
  2. Once the starting wage is calculated, a 2.5% differential is applied between each step from starting pay to after 18 years.
  3. Wage differential between Sgt and LT adjusted to create differentials of 8.40% (at 7yrs), 8.29% (at 12yrs) and 8.34% (at 18yrs).

## APPENDIX B – HEALTH CARE PLAN

This summary is intended to be a brief description of plan provisions, and is not all-inclusive. Please call your Plan Administrator with any questions.

	High Option PPO		Low Option PPO	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Medical</b>				
Deductible <sup>1</sup>	\$300 Single \$600 Family	\$600 Single \$1,200 Family	\$1,000 Single \$2,000 Family	\$2,000 Single \$4,000 Family
Coinsurance	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Medical Out-of-Pocket Maximum <sup>2</sup> (includes medical deductible, copays, and coinsurance)	\$1,500 Single \$3,100 Family	\$3,000 Single \$6,200 Family	\$3,400 Single \$6,800 Family	\$6,800 Single \$13,600 Family
Preventive Services – Adult/Child <small>*Select Services only – see BCBSM plan summaries for details</small>	Covered at 100%	Covered at 60%*	Covered at 100%	Covered at 60%*
Office Visit and Urgent Care Copay	\$10	60% after deductible	\$15	60% after deductible
Emergency Room Copay	\$50	\$50	\$50	\$50
<b>Prescription Drugs (ESI)</b>				
Retail	\$10 Generic / \$30 Brand		\$20 Generic / \$40 Brand	
Mail Order	\$20 Generic / \$60 Brand		\$40 Generic / \$80 Brand	

<sup>1</sup> Copays do not apply to the Deductible, only to the Out-of-Pocket Maximum for In-Network Services

<sup>2</sup> Medical In-Network Out-of-Pocket Maximum includes Deductibles, Coinsurance, and Copays; Medical Out-of-Network Out-of-Pocket Maximum includes Deductibles and Coinsurance.

**APPENDIX C –  
EYEMED VISION COVERAGE**



**CITY OF ANN ARBOR**

<b>Vision Care Services</b>	<b>Member Cost</b>	<b>Out-of-Network Reimbursement</b>
Exam with Dilation as Necessary	\$0 Copay	Up to \$30
Contact Lens Fit and Follow-up: (Contact lens fit and follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard	Up to \$40	N/A
Premium	10% off Retail	N/A
Frames:	\$0 Copay, \$100 allowance; 20% off balance over \$100	Up to \$50
Standard Plastic Lenses:		
Single Vision	\$0 Copay	Up to \$25
Bifocal	\$0 Copay	Up to \$40
Trifocal	\$0 Copay	Up to \$55
Standard Progressive	\$60	Up to \$40
Premium Progressive	\$60, 80% of charge less \$110 Allowance	Up to \$40
Lenticular	\$0 Copay	Up to \$55
Lens Options (paid by the member and added to the base price of the lens):		
Tint (Solid and Gradient)	\$12	N/A
UV Treatment	\$12	N/A
Standard Plastic Scratch Coating	\$12	N/A
Standard Polycarbonate	\$35	N/A
Standard Polycarbonate for Children under 19	\$35	N/A
Standard Anti-Reflective Coating	\$40	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	30% off retail price	N/A
Contact Lenses (allowance covers materials only):		
Conventional	\$0 Copay, \$100 allowance; 15% off balance over \$100	Up to \$80
Disposables	\$0 Copay, \$100 allowance; balance over \$100	Up to \$80
Medically Necessary	\$0 Copay, Paid in Full	Up to \$200
LASIK and PRK Vision Correction Procedures:	15% off retail price OR 5% off promotional pricing	N/A
Additional Pairs Benefit		
Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.		
Frequency:		
Exam	Once every 12 months	
Frames	Once every 12 months	
Standard Plastic Lenses or Contact Lenses	Once every 12 months	

**Additional Purchases and Out-of-Pocket Discount**

Member receives a 30% discount on items not covered by the plan at network Providers, which cannot be combined with any other discounts or promotional offers; the discount does not apply to EyeMed's Providers' professional services or disposable contact lenses.

Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.

Benefits are not provided for services or materials arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy; or Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

**APPENDIX D –  
SUMMARY OF DENTAL PLAN BENEFITS**  
January 1, 2018

Item/Service	Coverage
<b>Annual Maximum Benefit</b> (does not apply to Class 1)	\$2,000 per covered person
<b>Orthodontia Lifetime Maximum</b> (Children under 19)	\$2,000 per covered child
<b>Class 1: Diagnostic &amp; Preventative Services</b> (Exams, Cleanings, X-Rays)	Plan pays 75% / You pay 25%
<b>Class 2: Basic Services</b> (Extractions, Fillings, Oral Surgery, Periodontics, Endodontics, Crowns)	Plan pays 75% / You pay 25%
<b>Class 3: Major Services</b> (Bridges, Prosthodontic, Dentures)	Plan pays 50% / You pay 50%
<b>Class 4: Orthodontic Services</b> (Children under age 19)	Plan pays 50% / You pay 50%

**Maximum Contract Benefit**

\$2,000 per person total per benefit year on Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$2,000 per eligible person.

**Waiting Period**

Employees eligible for dental benefits are covered following 90 days of continuous employment.

**Enrollment**

Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under one subscriber and shall receive benefits under one contract without coordination of benefits under this dental contract.

## **APPENDIX E – HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM**

This program is offered in accordance with City policy and is in effect as specified here until it is changed, amended or discontinued by the City.

1. Waiver and Amount of Payment: Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a “life event” by notifying the Benefits Team at the Human Resources Department, and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a \$2000 cash payment for every Plan Year in which they elect not to participate in the City's health care programs. (\$1800 for medical, \$150 for dental and \$50 for vision coverage). This payment is included in an employee’s taxable gross income and subject to all appropriate state and federal taxes and pension contributions. Payments will be made in equal payments over 26 pay periods.

2. Eligibility: Employees are not eligible if enrolled as a dependent in the City’s program through a current active employee or retiree. To take advantage of this cost containment program, employees must meet the following criteria:

- a) Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.
- b) Employees must complete and submit a Health Care Coverage Waiver Form to the Benefits Team.

3. Re-Entry into the City's Health Insurance Programs: Employees who have elected not to participate in the City's health care coverage programs may re-enter the City's programs only during the annual Open Enrollment period or if the employee loses their coverage under the alternate arrangement. The employee must provide written proof of the loss within 30 days from the date of the loss. If an employee's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits Team, such coverage shall be restored immediately.

4. Termination of the Program: The City reserves the right to amend or terminate this program at any time. In the event of a termination, the program will officially expire at the end of the current plan year. Amendments will be effective for the upcoming plan year and will be announced during Open Enrollment.

**APPENDIX F –  
RETIREMENT HEALTH REIMBURSEMENT ACCOUNT CREDITS**

This chart summarizes the amount credited to each COAM employee hired after July 1, 2013, (or who transferred to a bargaining unit position from another position in which he/she was not eligible for employer paid retirement health care coverage) to the Retirement Health Reimbursement Account. The actual amounts contributed by the City are actuarially determined.

<b>Year of Credit</b>	<b>Date of Credit</b>	<b>Amount of Credit</b>	<b>Contract Reference</b>
2013	End of calendar year <sup>3</sup>	\$2500	July 1, 2013 – December 31, 2014 Article XIV, Section 1, (e)
2014	End of calendar year	\$2500	July 1, 2013 – December 31, 2014 Article XIV, Section 1, (e)
2015	End of calendar year	\$2500	January 1, 2015 – December 31, 2017 Article XV, Section 2
2016	End of calendar year	\$2500	January 1, 2015 – December 31, 2017 Article XV, Section 2
2017	End of calendar year	\$2500	January 1, 2015 – December 31, 2017 Article XV, Section 2
2018	End of calendar year	\$3500	January 1, 2018 – December 31, 2020 Article 18, Section 3, (c)
2019	End of calendar year	\$3500	January 1, 2018 – December 31, 2020 Article 18, Section 3, (c)
2020	End of calendar year	\$3500	January 1, 2018 – December 31, 2020 Article 18, Section 3, (c)
2021	End of calendar year	\$3500	January 1, 2021 – December 31, 2023 Article 18, Section 3 (c)
2022	End of calendar year	\$3500	January 1, 2021 – December 31, 2023 Article 18, Section 3 (c)
2023	End of calendar year	\$3500	January 1, 2021 – December 31, 2023 Article 18, Section 3 (c)

<sup>3</sup> Employees received pro-rata credit for the period from hire date to end of calendar year

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