

**AGREEMENT BETWEEN THE
CITY OF BRIGHTON**

and the

**POLICE OFFICERS LABOR COUNCIL
(PATROL-DETECTIVE)**

JULY 1, 2023 THROUGH JUNE 30, 2026



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AGREEMENT

THIS AGREEMENT, entered into this 1ST day of July, 2023, between the City of Brighton, a Michigan Municipal Corporation, hereinafter referred to as the "Employer," and Police Officers Labor Council (POLC), hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

THIS AGREEMENT, entered into by the City of Brighton, hereinafter referred to as the Employer, and the Police Officers Labor Council, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

It is the general purpose of this agreement to promote the mutual interest of the City and its employees and to provide for the operation of the services provided by the City under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to the Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1

RECOGNITION, EMPLOYEES COVERED

Section 1. Pursuant to and in accordance with all applicable provisions of Act No. 379, of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the terms of this Agreement for those employees of the Employer in a bargaining unit consisting of:

All regular full-time employees of the Police Department of the City of Brighton, including Patrol Officers, Detective and Uniformed Detective and excluding Sergeants, Lieutenants, Captains, Deputy Chiefs of Police, Chiefs of Police, Directors of Safety, Reserve Police Officers, Parking Enforcement Officers, Clerical Personnel, Crossing Guards, Supervisory Personnel, part-time personnel, temporary employees, seasonal employees and all other employees.

ARTICLE 2

EMPLOYEE, UNION AND CITY RIGHTS

Section 1. The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, authority, duties and responsibilities conferred upon and vested by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are possessed by Employers, except such as are specifically relinquished in this Agreement, are reserved to and remain vested in the City, including, but without limiting, the generality of the foregoing the right; (a) to management its affairs efficiently and economically, including determination of quantity and quality of services to be rendered, control of materials, tools and equipment to be used, and the continuance of any services, material or methods of operation; (b) to provide new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide which materials, supplies, equipment and tools to be purchased; (c) to contract or purchase any or all work processes or services as long as the changes do not result in the layoff of any member employed on the date of this Agreement, or the construction of new facilities or the improvement of existing facilities, except as limited by this Agreement; (d) to determine the number, location and type of facilities and installations; to determine the size of the work force and increase or decrease its size (e) to hire, discharge, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by determining layoffs and reductions in the work week or work day; (f) to permit municipal employees not included in a bargaining unit to perform bargaining unit work when, in the opinion of management, this is necessary for the conduct of municipal services so long as unit employees are not displaced; (g) to direct the work force, assign work and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classification; (i) to determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to discipline and discharge employees for cause; (l) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (m) to transfer, promote and demote employees from one classification, department or shift to another; (n) to select employees for promotion or transfer to supervisory or other positions and to determine the qualification and competency of employees to perform available work.

ARTICLE 4

SUPERVISORS

The Employer agrees to respect the jurisdiction of the Union and does not intend to deprive any employee of work or overtime work by assigning work to a supervisor. However, it is understood and agreed that supervisors are specifically permitted to perform work, including overtime work, of the bargaining unit in cases of emergencies such as when there is a shortage of qualified help, when regular employees for any cause are unavailable for work, in any cases where adequate staffing cannot be achieved utilizing employees within the bargaining unit, and in all other cases where unit employees are not displaced.

ARTICLE 5

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another Labor Organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the

terms or provisions of this Agreement; or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining; supplemental agreements shall only be entered into upon mutual agreement between the City and the membership upon ratification of the membership.

ARTICLE 6

UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES

To the extent the laws of the State of Michigan permit, it is agreed:

Section 1. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of Union dues or fees.

Section 2. The Employer agrees to make Union payroll deductions once each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.

Section 3. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees.

Section 4. Each employee who elects to become a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.

Section 5. The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.

Section 6. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.

Section 7. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

Section 8. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any

employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

Section 9. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

Section 10. The Union shall hold the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the City for the purpose of complying with this provision.

ARTICLE 7

PRESIDENT AND VICE-PRESIDENT

Section 1. Employees covered by this Agreement shall be represented by one (1) President and one (1) Vice-President who shall be regular employees of the bargaining unit. During periods of absence of the President, the Vice-President shall represent the employees.

Section 2. The President or Vice-President, during his working hours without loss of time or pay in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received permission from his supervisor to do so. The supervisor shall grant permission within a reasonable time for such President to leave his work for these purposes, subject to necessary emergency exceptions. The privilege of such President leaving his work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of this privilege by the President or Vice-President will subject such employee to disciplinary action. The President and/or Vice-President will be required to record or otherwise account for time spent in processing grievances.

Section 3. The Union will furnish the Employer with the names of its authorized representatives who are employees within the unit and as to any changes as may occur from time to time.

ARTICLE 8

SPECIAL CONFERENCE

Section 1. Special conferences for important matters may be arranged between the Union and the Employer or his designated representative. Special conferences may be called upon the request of either party.

Section 2. Such special conferences shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. 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 included in the agenda. Conferences may be held at any time and shall be limited to one (1) hour duration.

Members of the Union shall not lose pay for time lost in such special conferences will be attended by a representative of the Local Union.

Section 3. Every attempt will be made to schedule special conferences within ten (10) days after the request is made.

ARTICLE 9

SENIORITY

Section 1. The Union shall represent all permanent and probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment set forth in this Agreement.

Section 2. Employees shall be regarded as probationary employees until the one-year anniversary of the employee's swear-in date. The probationary period may be extended by the Employer if the employee is absent for a continuous period in excess of two pay periods. The extension would be equivalent to the time absent. The probationary employee shall receive an evaluation of his/her performance within 60 days of initiation of roadwork with the City. The Employer shall conduct at least one other evaluation of the probationary employee's performance within the remaining time of the employee's probationary periods.

The Employer shall not discharge or suspend any regular full-time employee without cause. A probationary employee may be discharged or suspended without cause, and shall not be entitled to appeal of the discharge or suspension through the grievance procedure of this contract.

Section 3. After successful completion of the required probationary period, a new employee shall be placed on the regular seniority list as of the last date of hire.

Section 4.

- A. Department Seniority: An employee's length of continuous full-time employment with the Brighton Police Department as a sworn officer.
- B. Unit Seniority: An employee's length of service as a member of the police officers bargaining unit.
- C. Classification Seniority: An employee's length of service in a particular classification.

Section 5.

- A. The seniority list as of the date of this Agreement will show the rates, names, seniority, and job titles of all employees of the unit entitled to seniority according to classification, unit and department.
- B. The Employer will keep the seniority list up-to-date and available at all times, and will provide the local Union with up-to-date copies upon request.

Section 6. An employee shall lose his seniority for the following reasons only:

- A. He quits or retires.
- B. He is discharged and the discharge if not reversed through procedures set forth in this Agreement.

- C. He is absent for two (2) consecutive days without notifying the employer. In proper cases, exceptions shall be made upon the employee producing convincing proof of his inability to give such notice.
- D. Return from sick leave and leaves of absence will be treated as in (C) above.
- E. If an employee is laid off during the terms of this Agreement for a continuous period equivalent to his seniority, but with a maximum of two (2) years.
- F. He falsifies his employment application.

Section 7. An employee who is on an unpaid leave of absence shall not accumulate seniority while on such leave of absence but upon return to his employment shall have the same seniority he had at the time the leave of absence commenced.

Section 8. Notwithstanding his position on the seniority list, the President shall, in the event of a layoff, be continued at work as long as there is a job in the classification which he can perform and shall be recalled to work in the event of a layoff on the first open job in the classification which he can perform.

ARTICLE 10

DISCHARGE OR SUSPENSION

Section 1.

- A. The Employer shall not discharge or suspend any employee without just cause.
- B. Prior to an employee being disciplined or being questioned about an incident which may result in a disciplinary action, the Employer will inform the employee about the nature of the infraction and allow the employee to have a Union representative present if he desires.
- C. If the Employer determines that it is necessary to suspend an officer in order to complete an investigation relative to charges made against him, the employee shall be suspended with pay. The employee will be charged within ten (10) working days unless extenuating circumstances exist.
- D. Any member who is accused of violating any criminal law, City, State or Federal, shall be entitled to his full rights under the State and Federal Constitution without being disciplined for exercising such right unless specifically excepted in the Agreement.
- E. Any member who is suspended or discharged shall be immediately restored to duty upon a dismissal of charges against him.
- F. Nothing herein shall in any way prohibit the Employer, at the discretion of the Chief of Police, from discharging or otherwise disciplining any employee, regardless of his seniority and without notice in cases of serious violations such as drunkenness, dishonesty, recklessness resulting in an accident, drug abuse, insubordination or conviction of a crime.

Section 2. The Employer may establish and enforce reasonable rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provision of this Agreement. Written orders, procedural rules, and directives will be made available to the Union President at least five (5) working days before promulgation.

Section 3. In the event that an employee feels that he has been unjustly dealt with, said employee shall have the right to file a grievance with the Employer within seven (7) calendar days from the date of his discipline. Said grievance shall be filed at Step 2 if the discipline is less than a discharge and at Step 3 if the employee was discharged. If no grievance is filed within the time specified, then said discipline or discharge shall be deemed to be final.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 1. The term "grievance" is defined as any complaint concerning the interpretation or application of the terms of this Agreement.

Section 2. All grievances arising under or during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 3. When more than one employee has been aggrieved as a result of some action taken by the City, the Union may file a grievance and follow all steps of the grievance procedure on behalf of the aggrieved employees or the entire Union.

Section 4. Should any grievance arise between the Employer and the employee(s) an earnest effort shall be made to settle such grievance in the following manner:

Step 1. Any aggrieved employee must first attempt to resolve his grievance through consultation with the Chief of Police or immediate Supervisor if delegated by the Chief, the Union Representative may be present at the consultation. He must inform the Chief of his grievance within seven (7) calendar days after the occurrence of the grievance. The consultation shall then occur within seven (7) calendar days after the Chief has been so informed. If not settled, the grievance shall be processed as provided for in Step 2.

Step 2. In the event a grievance between the Employer and the employee(s) is not settled as provided for in Step 1, the grievance shall be reduced to writing, on forms furnished by the Union, and signed by the aggrieved employee and served upon the Chief within twenty-one (21) calendar days of the alleged grievance. The grievance form shall contain a statement of the grievance, the contract sections allegedly violated and the desired relief. The preparation of the written grievance will be performed on the employee's own time and not during working hours.

Within seven (7) calendar days after receipt of the written grievance, a conference between representatives of the Union and the Chief, or his designee shall be held. Within seven (7) calendar days following the day on which this conference is held, the Chief, or his designee, shall render a decision in writing. Such decision shall be considered as satisfactory and the grievance considered settled unless the aggrieved party submits the grievance to Step 3.

Step 3. In the event a grievance is not settled at Step 2, the grieving party shall submit the grievance to the City Manager within seven (7) calendar days after receipt of the Step 2 decision. Within fourteen (14) calendar days of receipt of the Step 3 grievance, the City Manager or his designee (the designee shall not be an employee of the Police Department), shall hold a hearing. Within fourteen (14) calendar days of the hearing the City Manager or his designee shall respond in writing. Such decision shall be considered as satisfactory and the grievance considered settled unless the aggrieved party notifies the other, in writing, within fourteen (14) calendar days after receipt of the decision that it intends to submit the grievance to arbitration as hereinafter provided.

Section 5.

- A. If the grievance has not been settled as provided for in Section 4, Step 3 above, and if the aggrieved party has furnished the appropriate notice as required by that Section, the Employer and the Union shall attempt to pick a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator, the grievance shall be submitted by the Union to the Michigan Employment Relations Commission and the arbitrator will be selected through the process utilized by the Michigan Employment Relations Commission.
- B. Arbitration shall only resolve disputes between the parties over the interpretation or application of the matters which are specifically covered in this Contract and which are not excluded from arbitration.
- C. Excluded from arbitration are the following:
 - 1. Disputes and unresolved grievances covering the discipline or discharge of strikers who struck in violation of the No Strike Pledge in this Agreement.
 - 2. Any matter otherwise subject to arbitration, but over which the Union strikes, contrary to its No Strike Pledge in the Agreement.
- D. Excluded from arbitration, but in no manner waived in any other process, are any monetary claims by the Employer against the Union, its Officers or members, for a breach of the No Strike Pledge in this Agreement. Claims of this nature, other than monetary, requesting a Cease and Desist Order from the arbitrator, are allowed.
- E. The Arbitrator shall have no power to add to or subtract from, or in any way modify any of the terms of the Agreement.
- F. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the parties of the case.
- G. The decision of the arbitrator shall be final and binding upon the employee(s) involved and upon the parties to this Agreement and judgment thereon may be entered in any Court having jurisdiction.
- H. The compensation and necessary expenses of the Arbitrator shall be borne equally by the Employer and the Union. All other expenses shall be paid by the party incurring them.

ARTICLE 12 **LAYOFF AND RECALL**

Section 1. The word "layoff" means a reduction in the working force within the bargaining unit.

Section 2. When there is a decrease in the work force, seasonal, part-time or probationary employees will be laid off on a departmental or divisional basis, provided employees with seniority can perform the available work.

Section 3. The Employer will not use an employee in a classification in which he is not classified if another employee is laid off therefrom, except in cases of emergency.

Section 4. When the Employer deems it necessary to reduce the number of employees, employees will be laid off in reverse order of department seniority.

Section 5.

- A. When the work force is to be increased after a layoff, employees will be recalled according to seniority in reverse order of layoff provided the employee with the greatest seniority is able to perform the work. If the position is still existing, an employee shall be returned to his prior classification. If not existing, he shall be returned to his prior classification when such position is opened again.
- B. Notice of recall may be by telephone, confirmed by certified mail to the employee's last known address.
- C. Employees will be granted up to fifteen (15) calendar days to return to work upon request.

ARTICLE 13
PROMOTION OUTSIDE THE BARGAINING UNIT

Section 1. When the City determines to fill permanent job vacancies in the Command Officers' bargaining unit, it shall be made known to members of the bargaining unit through the posting of a written notice. The notice shall detail the job duties and rate of pay, and shall be posted for a period of at least twenty-eight (28) calendar days in the Police Department Squad Room. Members of the Department interested in being considered for the position shall submit written notification to the Chief prior to the expiration of the posting period.

The following represents the testing procedure to determine an eligibility list:

In order to qualify for testing, an officer must have completed at least three (3) years continuous service with the Brighton Police Department by the expiration date of the posting period.

Written Test. The written test will comprise 40% of the applicant's final score. The test will be administered by a third-party testing facility determined by the City. A minimum score of 70% on the written test will be required for placement on the promotional eligibility list.

Oral Test. Eligible candidates will appear before an oral board assembled by the Employer. The results from the oral board test shall comprise 50% of the applicant's final score. The oral board will be made up of three police supervisory personnel outside the Brighton Police Department.

Seniority. An officer's unit seniority shall comprise 10% of the applicant's final score. An officer will receive 1 point for the first five years following the 3-year minimum time standard for promotion consideration (unit years 4 through 8); thereafter, the candidate receives 1/2 point for each year up to a maximum of an additional 10 years (unit years 9 through 18). Part of a year's service will be prorated.

Eligibility. Officers attaining a composite score of at least 70% on the above criteria will be placed on an eligibility list. If not enough Brighton Police Officers initially pass the written test to fill all vacancies officers wishing to be considered will be given the opportunity to retake the test as administered by the testing facility within 90 days from the original testing.

If there are no Brighton Police Officers on the eligibility list, the Employer may open testing to applicants outside the Department.

The selection of an individual for promotion shall be made by the Chief of Police from the top three candidates on the eligibility list. The Chief may review the candidate's past performance evaluations to assist in making the selection.

The eligibility list shall be in effect for one year from the date of posting the results of the test. In the event the eligibility list is exhausted a test will be administered and a new eligibility list developed.

Section 2.

A. Return to the Bargaining Unit During Probation

An Employee who is promoted to a position outside the bargaining unit may return to the bargaining unit at any time during his probationary period without loss of seniority. The employee shall return to the position he/she held at the time he/she was promoted. In the event the employee held a position other than police officer and in the event this position no longer exists, the Employee shall be returned to the rank of police officer.

B. Return to the Bargaining Unit After Probation

An Employee who is promoted to a position outside the bargaining unit and who is removed from that position because of layoff or as a result of a demotion for performance reasons, may return to the bargaining unit as a police officer if there is a vacant police officer position. In the event there is not a vacant police officer position, the employee will be allowed to return to the bargaining unit if the employee in question has more department seniority than the least senior employee, resulting in the layoff of the least senior bargaining unit employee. For those employees who have completed their probationary period, only time spent in a bargaining unit position will count towards bargaining unit and classification seniority.

ARTICLE 14

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 1 – Posting. Permanent job vacancies in the bargaining unit above the rank of Police Officer shall be made known to members of the bargaining unit through the posting of a written notice. The notice shall detail the job duties and rate of pay, and shall be posted for a period of at least twenty-eight (28) calendar days in the Police Department Squad Room. Members of the Department interested in being considered for the position shall submit written notification to the Chief prior to the expiration of the posting period.

Section 2 - Service Requirement. In order to be considered for a promotion, an officer must have completed two (2) years continuous service with the Brighton Police Department by the expiration date of the posting period.

Section 3 – Criteria. Criteria for selection shall include past experience and performance. All applicants for the position will be interviewed by the Police Chief or his designee. The decision as to which employee will be promoted will be made at the discretion of the Police Chief. An unsuccessful candidate can appeal this decision to the City Manager. The City Manager's decision will be final and binding and not subject to the grievance procedure.

Section 4 – Probation. Employees promoted to a position within the bargaining unit will be on probation in his/her new position for six (6) months commencing with his/her first actual work day in the new position. The Employer, at its discretion, may extend the probationary period for an additional six (6) months. The employee will be given written notification of the extension.

Section 5 - Removal From Position. During probation, the employee may be removed from the position at the discretion of the Employer. An employee removed by the Employer shall be notified of the reasons for removal in writing by the Employer at the time of removal. The employee may appeal the decision to the City Manager. The City Manager's decision shall be final and binding and not subject to the grievance procedure. The decision to remove the employee is not grievable. An employee may be removed from the position after completion of probation for just cause. The decision to remove a non-probationary employee is grievable.

In the event the employee is removed or requests to be removed during the probationary period, he shall be returned to his/her previous position without loss of classification seniority, unless terminated. In the event the employee is removed or requests to be removed after completion of the probation period he shall be returned to his/her previous position, unless terminated. In the event that there is no vacancy in his/her previous position, the employee will bump the employee in this job classification with the least department seniority. For employees who have completed their probation, time spent outside the police officer classification will not count toward police officer classification seniority.

ARTICLE 15

STRIKES – LOCKOUTS

Section 1. The City will not lock out employees during the term of this Agreement.

Section 2. Parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit, take part in any strike, sit-down, stay-in or slowdown in any department of the City, or any curtailment of work or restriction of production, or interference with the operations of the City, or any picketing, or patrolling during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same had ceased.

In the event of a work stoppage, picketing, patrolling, or any other curtailment by the Union or the employees covered hereunder, during the term of this Agreement, the Union, by its Officers, Agents, President and Vice-President shall immediately declare such work stoppage, picketing, patrolling, or other curtailment, to be illegal and unauthorized, in writing, to the employees and other said employees, in writing, to stop the said conduct and resume full production. Copies of such written notices shall be served upon the City. Further, the Union agrees to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved declaring the said conduct unlawful and directing the employees to return to work.

The City shall have the sole and unlimited right to discipline, including summary discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or of exercise of any legal right or remedy as to the Union and/or cancellation of this Agreement by the City.

ARTICLE 16
SHIFT PREFERENCE

Shift assignments will be made as follows:

1. Shift preference to be bid on by bargaining unit seniority.
2. Bid every 84 days.
3. Bid sheet to be posted three weeks prior to the end of the 84-day period.
4. A shift is defined as any shift schedule pertaining to hours of work and workday rotation, such as Day A Schedule or Night B Schedule. Shift shall include a swing shift when such a shift is being utilized.
5. First preference to be granted with the following exceptions:
 - A. Management has priority slotting in the following situations:
 - 1) FTO and trainee
 - 2) Training
 - 3) Temporary assignment to special details.
 - 4) Upon documented proof of substandard performance, or for any other relevant work-related reason, the Chief of Police may temporarily reassign officers to a different shift as he deems necessary and in the best interest of the Department. The Chief's decisions shall be based on legitimate operational reasons and shall not be arbitrary nor capricious.
 - 5) The Department reserves the right to make shift modifications for the duration of the current shift (84-day shift period) in order to avoid having an officer working on the same shift or being under the supervision of another officer to whom the officer is married or with whom the officer is in a romantic and/or sexual relationship. If a change is required pursuant to this provision, the affected employee with the least department seniority will be forced to change shifts with the employee with the least department seniority on the opposite platoon. Affected employees will not be denied overtime pursuant to this provision unless the officer would be under the supervision of another officer to whom the officer is married or with whom the officer is in a romantic and/or sexual relationship unless approved by the Chief of Police or his/her designee.
 - B. Slots already filled by higher seniority employees.

ARTICLE 17
LEAVE OF ABSENCE

Section 1 - General Leave.

- A. A general leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer, upon written request for such leave. Only a permanent full-time employee, who has completed his probationary period, shall be granted a leave of absence.
1. In no event shall the duration of any general leave exceed three (3) calendar months.
 2. All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
 3. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his job.
 4. Failure to return to work on the exact date scheduled shall be cause for termination in the sole discretion of the Employer.
 5. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the Employer.
 6. No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.
 7. Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided.
- B. Upon return of an employee from a leave of absence, he shall be reemployment at his former classification and rate of pay, if available, or at work generally similar to that which he did last and at the prevailing rate of pay for that job, if available.
- C. An employee who is on an unpaid leave of absence shall not accumulate seniority while on such leave of absence, but upon return to his employment shall have the same seniority he had at the time the leave of absence commenced.
- D. Leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City after notification to the employees by certified mail.

Section 2 - Military Leave.

- A. Employees who are called for a physical examination for the Armed Services, shall be entitled to one (1) day's leave with pay for the day of the physical.
- B. Any employee on the seniority list inducted into the Armed Forces of the United States within the meaning of the Selective Service Act of 1967, herein called the Act or a similar Federal Law in the time of national emergency, who, within the meaning of the Act, satisfactorily completes his period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with his seniority at the then current rate

for such work, provided he is physically and mentally able, in the opinion of the Employer's doctor, to perform the work in the classifications from which inducted, and who reports for work within ninety (90) calendar days from the date he is discharged or otherwise separated from such service in the Armed Forces of the United States; provided further, that it is not the intent of the parties hereto to require that the Employer provide any right or assume duties or obligations, monetary or otherwise, other than those rights, duties and obligations specifically set forth in applicable Federal Law.

Section 3 - Educational Leave. An unpaid leave of absence may be granted subject to the conditions herein set forth in this Article for educational purposes provided that the course of study will be such as to assist the employee in developing additional skills which can be used in the course of his employment with the Employer.

Section 4 - Court Appearance Leave. Employees required, either by the City of Brighton or any public agency, to appear before a Court or such agency on matters related to their work for the City of Brighton, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work. Such employees shall be paid the difference, if any, between the compensation they receive from the Court or agency and their regular straight time rate, exclusive of any and all premiums. This section shall not apply to any Court appearance in which the employee originated a personal cause of action.

Section 5 - Union Business Leave. Members of the bargaining unit selected to attend Union Conferences or Conventions will be allowed, upon seven (7) calendar days prior written notice to the Employer, with a statement of the reasons for the leave request included, to participate, without pay by the Employer; provided however, not more than one (1) such bargaining unit member shall be so engaged at any one time and for no longer than seven (7) calendar days; provided further that the Employer shall not be obligated to honor more than one such request in any one calendar year.

Section 6 - Jury Duty Leave. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty; if the employee otherwise would normally have been scheduled to work for the Employer and does not work, an amount equal to the difference between (a) the employee's regular straight time rate exclusive of any and all premiums for the number of hours up to twelve (12) that the employee otherwise would have been scheduled to work and (b) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 7 - Contract Negotiations Leave. Employees covered by this Agreement who have been elected by the bargaining unit to participate in negotiations with the Employer may, in the Employer's discretion, be allowed time off with pay to participate in such negotiations when held during regular working hours, provided that no more than one (1) such bargaining unit employee will be allowed time off from work for this purpose at any one time.

Section 8 - Bereavement Leave.

- A. When a death occurs in an employee's immediate family, i.e., spouse, parents, parents of a current spouse, grandparents, child, brother, or sister, the employee, on request, will be

excused for any of the first three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral. If the funeral is held outside the State of Michigan, an additional two (2) days leave will be granted. Bereavement leave may be extended to an employee for a death involving someone other than the relatives specifically named above. Special approval of the City Manager is required and the employee must submit written justification of the existence of an unusual relationship to the deceased.

- B. An employee excused from work under this Section shall after completing required forms, receive the amount of wages, exclusive of any and all premiums that the employee would have earned on the scheduled days of work for which the employee was excused. Time thus paid will not be counted as hours worked for purpose of overtime.

Section 9 - Sick Leave.

- A. Employees covered by this Agreement shall accrue eight (8) hours, with pay, as sick leave for each completed month of service commencing with the employee's most recent hiring in date.
- B. Sick leave will be available for use by employees for the following purposes only:
 - 1. Acute personal illness or incapacity of the employee or his immediate family over which the employee has no reasonable control.
 - 2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Any employee absent more than two (2) days, shall, upon the Employer's request, furnish a physician's statement of incapacity to work. The employee shall be directed to a physician of the Employer's choice, at the Employer's expense.
- D. Any employee who becomes ill and unable to report for work, unless circumstances beyond the control of the employee prevent such reporting, must notify his immediate supervisor no less than one (1) hour prior to the starting time of his days due to claimed particular shift. The employee on sick leave must also periodically report to his supervisor as to his status. Failure to comply with the above reporting requirements may result in sick leave pay being withheld.
- E. Unused sick hours may be accumulated without a maximum limit or cap.
- F. After an employee has accumulated one hundred ninety-two (192) sick leave hours, the employee will be paid a bonus equal to twenty-four (24) hours of pay, on the second payday in January following each calendar year in which the employee uses twenty-four (24) or less sick leave hours. In lieu of pay, an employee may request and receive an award of comp time that is equivalent in value to the amount of the bonus.
- G. A regular employee who suffers injury, compensable under the Worker's Compensation Act, shall receive an amount of money from the City sufficient to make up the difference between the employee's regular rate of pay and the payment received under Worker's Compensation for a period of time not to exceed two years. The regular employee suffering such an injury shall not be required to utilize accumulated sick hours anytime during the employee's period of being disabled.

- H. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-half (1/2) day. Except that if any employee reports for work and leaves due to illness during the same work day, sick leave time shall be charged in tenths of hours.
- I. Use of sick leave for personal business or purposes not specifically enumerated in this Agreement is not allowed and its use as such may be cause for disciplinary action.
- J. For employees hired by the City prior to July 1, 2006, the employer will pay One Hundred Percent (100%) of all accumulated sick time up to a maximum of One Thousand Two Hundred (1,200) hours, at the employee's prevailing hourly rate in the event of the employee's death, retirement, or voluntary and individually initiated resignation from the City. Employees hired after July 1, 2006, who, upon separation, have a sick leave bank balance of at least one hundred and ninety-two (192) hours and who are at least age 50 and who have at least 15 years of service, will be paid eighty-four (84) hours of sick leave, at the then current straight time rate, not to be included as part of the employee's final average compensation.
- K. An employee who is ill or injured and who has used all of their sick leave and has exhausted their Disability Insurance benefits under Article 41 shall be entitled to an unpaid leave of absence for up to 90 calendar days. The City reserves the right, before granting said leave of absence, to require authentication in writing from a doctor of such illness. Said leave shall be subject to the conditions set out in Article 17, Section 1, A (1-7) and B-D.

Section 10 - Pregnancy Leave. Disability due to pregnancy shall be treated like any other illness for purposes of benefits under the contract.

ARTICLE 18

HOURS OF WORK, OVERTIME/COMPENSATORY TIME

Section 1. It is understood a normal workweek will consist of 42-hours. Officers assigned to the 12-hour shift will work 84 hours at straight time in a two-week period with a normal work day of no less than twelve (12) hours. Any hours worked over 12 hours in any one day (24 hours) or 84 hours in a two-week period will be considered overtime. The hourly rate of pay is calculated by dividing 2080 hours by the base rate of pay (Article 39).

It is understood the Detective and the School Liaison will also be scheduled to work an 84 hour pay period. The hours, schedules, and assignments for these positions are to be determined by Chief.

Officers assigned to 12-hour shifts shall be given a minimum of 12 hours between scheduled shifts. The normal shift schedule will be for a period of 28 days. The Employer may schedule shifts up to 90 days in advance. The normal work week shall consist of 42 hours per calendar week for 12-hour shift employees, and forty (40) hours for 8-hour shift employees. The work day shall be inclusive of a one-half (1/2) hour lunch period and one (1) fifteen (15) minute relief period.

Employees covered by this Agreement, who are scheduled to work at least six (6) hours, are expected to report ready for duty ten (10) minutes before the start of their scheduled shifts for briefing and equipment preparation. Applicable rates of pay shall apply.

Section 2. Overtime pay shall be at the rate of one and one-half (1-1/2) times the hourly rate for all hours worked in excess of eight (8) hours, twelve (12) hours, or the number of hours the employee would normally be scheduled to work that day, as the case may be, in any twenty-four (24) hour period. This section shall not apply when a shift change occurs within a twenty-four (24) hour period.

Section 3. Overtime work shall be distributed as equally as possible among all employees within the bargaining unit, within a reasonable period of time, and in the classifications affected, provided, the employee is capable of performing the available work. Employees who are offered the opportunity to work overtime and refuse it shall be charged with the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime. The Employer will provide an up-to-date overtime list each month with the accumulation totals for each employee.

Section 4. Employees working on any established holiday shall receive two and one-half (2-1/2) times their normal rate of pay for all hours worked on a given holiday.

Section 5. Employee's scheduled days off shall not be adjusted for the purpose of avoiding overtime unless by mutual agreement between the Employer and employee.

Section 6. Employees covered by this Agreement shall be granted a minimum rest period of eight (8) hours between shifts except in cases of emergencies or cases where the employee voluntarily excuses himself from this provision.

Section 7. Employees will be guaranteed a minimum of three (3) hours pay at time and a half (1-1/2) for court appearances during off-duty time.

Section 8. At all times during the work day, including lunch periods and rest periods, employees shall be considered as on duty and otherwise subject to call.

Section 9. Employees called in to work at other than their normal shift time shall receive a minimum of three (3) hours pay at time and one-half (1-1/2).

Section 10. Employees covered by this Agreement may elect to take compensatory time off in lieu of overtime compensation. An employee shall not be permitted to accumulate more than 100 hours of compensatory time. The use of compensatory time shall be subject to approval by the Chief of Police, who shall be permitted to deny a request for time off as unduly disruptive to the operations of the Department if the granting of such request would result in additional overtime obligations for the City. Four times per year, on a quarter-annual basis, unused and accumulated compensatory time may be paid to each employee at his/her request by a check that is separate from normal payroll.

ARTICLE 19

HOLIDAYS

Section 1. The following shall be considered as Holidays for the purpose of this Agreement, including employee's birthday:

New Year's Day, January 1
Martin Luther King Day
Good Friday, Friday before Easter

Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Friday following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
New Year's Eve Day, December 31

Section 2. Officers who are off duty on any of the listed holidays in Section 1 shall receive eight (8) hours holiday pay at their regular rate of pay.

Section 3. Officers who are scheduled to work on a holiday listed in Section 1 shall be paid double time and one-half for all regularly scheduled hours worked on that shift. Any Officer scheduled to work who is held over shall be paid for the time the Officer was held over at a rate 2.5 times their normal rate for all hours worked beyond the Officer's normal shift on the holiday and 1.5 times their normal rate for all hours worked beyond the holiday. The holiday shall be considered to have ended at 6:00 a.m. the morning after the day of the actual holiday, but an employee who is held over not to replace another employee but rather to continue working on an issue that began prior to the end of the shift, will continue to receive 2.5 times the regular rate for work that extends beyond 6:00 a.m.

Section 4. An employee scheduled to work on a holiday listed in Section 1, may take the day off, provided it does not create overtime, and get paid the regular hours scheduled to be worked on the holiday at straight time without having to use any leave time.

Section 5. An employee not scheduled to work on a holiday listed in Section 1, will be paid 8 hours of straight time pay for that holiday. In lieu of the 8 hours of holiday pay, an employee may elect to take an additional day off for the full day the employee is scheduled to work within 10 days of the holiday, provided the additional day off does not create overtime. If an employee is unable to take a day off within 10 days, the employee and the employee's supervisor will work to select another day as close to the holiday as possible for the employee to utilize as the additional day off, provided that day off does not create overtime.

Section 6. If an employee is not scheduled to work on a holiday listed in Section 1, and works for whatever reason, the employee will be paid double time and one-half for all hours worked on the holiday, and the 8 hours of holiday pay will be reduced by the number of hours worked on the holiday. For example, if an employee works 4 hours on the holiday, the employee will receive 2.5 times their hourly rate for the 4 hours worked and will be paid 4 hours of holiday pay pursuant to Section 5.

Section 7. Should an employee who was scheduled for a day off work on the holiday, for whatever reason, and elect to take a day off in lieu of holiday pay, the employee will be entitled to the full scheduled day off without any requirement to use leave time in addition to the double time and a half for all hours worked on the holiday.

ARTICLE 20
VACATIONS

Section 1. Regular full-time employees will be granted paid vacations in accordance with the following schedule: For employees hired prior to July 1, 2006:

<u>Seniority (Months)</u>	<u>Vacation Hours</u>
0-12	88
13-59	128
60-119	168
120-179	200
180+ months	240

For employees hired after July 1, 2006:

<u>Seniority (Months)</u>	<u>Vacation Hours</u>
0-12	88
13-59	128
60-119	168
120+ months	200

Section 2. Months of service used for determining vacation time available in any one calendar year will be the month of service as of December 31 of that year. If any employee has less than twelve (12) months on December 31, the employee shall be entitled to eight (8) hours vacation for each full month of service from date of hire through December 31. Vacation time thus earned must be taken during the first six (6) months of the ensuing calendar year.

Section 3. To receive full vacation pay as set forth above, an employee shall actually perform work for a minimum of 1,400 hours during the calendar year.

Section 4. Employee will be permitted to carry over up to forty (40) hours vacation upon approval of the Chief of Police. Approval must be secured prior to December 1st of the current year. Carry over vacation hours may be utilized any time prior to December 31st of the following year, provided such conforms with the scheduling requirements elaborated upon elsewhere in the contract.

Section 5. Time off for vacation purposes shall be mutually agreed between the Employer and the employee. However, first preference for time off for vacation purposes shall be granted to employees based on classification seniority, provided that the employee indicates his preference for vacation time on or before the end of the scheduling period.

Section 6. Vacation preference must be submitted to the Employer. Final allotment of vacation periods shall be reserved exclusively to the Employer.

Section 7. Employee vacation pay shall be computed on the basis of his regular straight time rate exclusive of any and all premiums and will be paid in conjunction with the regular bi-weekly pay day schedule. If a regular pay day falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive his pay check in advance before going on vacation. Employees so eligible and desiring such advance pay must make a written request to the City Treasurer at least two (2) weeks before leaving on vacation.

Section 8. No more than three (3) weeks' vacation may be taken at any one time; except that upon written application the Employer may waive this requirement for unusual circumstances.

Section 9. On January 1 of each year, an employee's vacation bank is loaded with vacation days that will be earned during the course of that year. Employees are eligible to utilize vacation days immediately. Upon separation from employment, an employee will be paid for any days earned over the course of the year (total allotment divided by 12 times the number of months worked) that were not utilized. For employees who have utilized more days during the course of the final year of employment than the employee had earned, the City will deduct any such vacation usage from the employee's final pay.

Section 10. If any employee becomes ill and is under the care of a medical doctor during his vacation and the employee has accumulated sick leave credits, his vacation for the number of hours sick shall be rescheduled.

Section 11. Employees may carry over from one calendar year to another a maximum of forty-eight (48) hours of unused vacation. Employees who have taken a minimum of ninety-six (96) vacation hours in a calendar year may elect to receive pay in lieu of time off for any remaining unused vacation hours. Payment for unused vacation hours will be made on the second payday following January 1 of each year.

Section 12. Each non-probationary employee covered under this Agreement shall receive annually thirty-six (36) personal hours. These personal hours may be used at the discretion of the employee; provided that the employee attempts to provide the Employer with at least 24 hours' notice of use, except in cases of bona fide emergency. This personal day may not be accumulated, i.e., carried over from year to year. Personal hours may be used in four (4) hour increments. Unused personal hours will be paid with the pay period covering December 1st of each year.

ARTICLE 21

LIFE INSURANCE

Section 1. The Employer will provide term life insurance coverage for all regular full-time employees who have successfully completed their probationary period. Coverage will be in the amount of \$50,000 paid by the Employer, Accidental Death and Dismemberment (AD&D). To the extent available, employees may purchase additional coverage at their expense.

Section 2. The Employer shall select or change the insurance carrier in its discretion, provided that benefits are not reduced, and shall be entitled to receive any dividends, refunds or rebates, earned without condition or limit of any kind.

Section 3. All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 4. When employment is interrupted by lay-off, discharge, quit, retirement, or leave of absence, the herein described Insurance coverage will continue only for the balance of the month in which such determination occurs, or until the next premium is due, whichever is later.

Section 5. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

ARTICLE 22

RETIREMENT

Section 1. Effective June 30, 1994, the benefit program shall be upgraded to the B-2 plan which will provide a pension calculation formula of 2% of member's final average compensation multiplied by years and months of credited service.

Effective June 30, 1994, the Employer agrees to purchase the optional waiver "F-55, 25" at no cost to the employees.

Effective January 1, 2001, for employees hired after January 1, 1979, the benefit program shall be upgraded to the B4 plan which will provide a pension calculation formula of 2.5% of members final average compensation multiplied by years and months of credited service.

Effective January 1, 2004, for employees hired after January 1, 1979, the Employer agrees to purchase the optional waiver "F50, 25" at no cost to the employees.

Section 2. Effective November 21, 2019 employees hired prior to November 21, 2019 will have a bridged pension multiplier with frozen FAC, so that all time earned after November 21, 2019 will be determined using a 2.35% multiplier. Additionally, all time earned after November 21, 2019 will exclude all payouts and bonuses so that FAC will be based only on base wages plus overtime.

Through June 30, 2013, the Employer has contributed one hundred (100%) percent of the cost involved with providing the Retirement program contained herein, and the employee's contribution was zero (0%) percent. Commencing July 1, 2013, employees shall contribute through payroll deduction an amount equal to 2.5% of compensation on a pre-tax basis toward MERS pension contribution.

Commencing July 1, 2014, and continuing thereafter, employees shall contribute an additional 2.5% of compensation on a pre-tax basis, for a total of 5%, toward MERS pension contribution. Effective July 1, 2021, the employee contribution shall increase by 1.25% to 6.25%. Effective July 1, 2022, the employee contribution shall increase by 1.25% to 7.5%.

Section 3. Employees hired on or after November 21, 2019 shall have a hybrid pension which shall include:

- a. A defined benefit component with a 1.5% multiplier, FAC to include base salary and overtime only (excluding payouts/bonuses), and
- b. A defined contribution component to include the following City contributions:

<u>Years of Service</u>	<u>City Contribution</u>
First five years	3.5%
6 – 10	4.0%
11 and above	5.0%

Employees hired on or after November 21, 2019 shall contribute 5% of wages (including overtime) toward the defined contribution portion of their hybrid pension.

Section 4. For employees hired prior to November 21, 2019, the Employer agrees to contribute fifty cents (\$.50) for every one (\$1.00) dollar contributed by an employee to his/her deferred compensation account, subject to participation and eligibility rules for the program as administered and provided by the City. Deferred compensation contributions shall be made on the basis of the calendar year. The maximum Employer matching contribution for contract year beginning July 1, 2019 shall be three thousand five hundred (\$3,500.00) dollars. For employees hired on or after November 21, 2019 the Employer agrees to contribute fifty cents (\$.50) for every one (\$1.00) dollar contributed by the employee up to a maximum Employer contribution of two thousand (\$2,000.00) dollars per calendar year.

Section 5. Beginning on July 1, 2019, there shall be a seven (7) year moratorium on any changes to the pension multiplier and the components of final average compensation.

ARTICLE 23

SAFETY, EQUIPMENT AND ACCIDENTS

Section 1. The Employer shall, at all times, consider the personal safety of the employees in establishing operational procedures. The employees, likewise, shall at all times recognize that safe working conditions depend upon the joint efforts of Employer and employees.

Section 2. If an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the Supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the City Manager.

Section 3. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety appliances prescribed by law. It shall be the responsibility of employees to be familiar with, and to utilize, such safety appliances.

Section 4. Any employee involved in an accident shall immediately report such accident and any physical injuries sustained. An employee may be required to complete a written report concerning the details of such accident or injury, and to provide all available names and addresses of witnesses. Failure to comply with this provision shall subject an employee to disciplinary action. In evaluating accidents, the Employer shall take into consideration the report of police agencies concerning the accident.

Section 5. It shall be the duty of each employee to report all defects of equipment immediately or in no case, later than the end of his shift. Such reports shall be made on forms supplied by the Employer and submitted to the Employee's immediate supervisor, with a copy to be retained by the employee. The Employer shall not ask or require any employee to operate equipment that has been reported as having defects until such equipment has been repaired or inspected by a Supervisor.

ARTICLE 24
WAIVER

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 agreement 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 agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 25
VISITATION

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement so long as the Union representatives have provided reasonable advance notice of such visitations and they do not interfere with the progress of the work force.

ARTICLE 26
BULLETIN BOARDS

Section 1. The Employer agrees to provide bulletin board space which may be used by the Union for the following notices:

- a. Notices of Union meetings.
- b. Notices of Union elections and the results where they pertain to the Employer's employees.
- c. Notice of Union recreational and social events.
- d. Other notices concerning Union affairs which are not political or controversial in nature.

Section 2. It is agreed that all other notices prior to being posted shall be submitted to the Employer for its approval.

Section 3. It is further agreed that all notices, including those posted by the Union as provided for herein and those posted by the Employer, shall not be mutilated, destroyed or defaced by the employees. If same should occur, the affected employee shall be subject to disciplinary action.

Section 4. The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the services, techniques or methods of the Employer.

Section 5. There shall be no other general distribution or posting by employees or the Union of pamphlets, advertising or political matter, notices or any kind of literature upon the Employer's premises, other than as herein provided.

SECTION 27
PERSONAL TRANSPORTATION

When an employee is required to provide his own transportation for City related business, he will be reimbursed for all mileage at the then current federal rate. The Employer reserves the right to Provide the employee with transportation Use of City vehicles. Travel including, but not limited to, utilizing transportation provided by an employee for which payment in advance, by the employee's is expected, must be approved, immediate Supervisor. To obtain payment for travel, an employee must submit a signed statement of mileage for which he requests compensation.

ARTICLE 28
NEW POSITIONS

Should the City determine that there exists a need for a new classification, the City and the Union will negotiate such classification and wage scale.

ARTICLE 29
LEGAL ASSISTANCE

The Employer will provide to employees covered by this Agreement such legal assistance as may be required as a result of the acts occurring when and while said employee is in the performance of his work duties for the City.

ARTICLE 30
IN-SERVICE TRAINING

Section 1. The Employer may, from time to time, authorize in-service training programs for employees covered by this Agreement. Participation in such in-service training programs or other educational programs may be made mandatory for employees.

Section 2. Employees so designated to participate in mandatory educational programs shall be compensated for such participation at the straight time rate of pay unless the program is held after normal working hours, in which case the overtime rate of pay will be applicable.

Section 3. In such cases where employees are required to participate in educational programs, the Employer shall pay or otherwise provide for any costs involved, including tuition, textbooks, other expenses, and transportation.

ARTICLE 31
CLASSIFICATIONS

Section 1. No employee covered by this Agreement shall work out of classification, except for special job assignments. If an employee is required to work in a higher classification for more than two (2) hours at any given time, he shall receive the higher rate of pay for work in the higher classification, which exceeds two (2) hours. This provision shall not apply to the transportation of equipment.

ARTICLE 32
SERVICE RECORDS, AWARDS

The Employer will maintain records of service concerning employees and, when justified in the opinion of the Employer, meritorious awards and/or citations will be given deserving employees. Meritorious awards and/or citations will be presented on a quarterly basis and formally acknowledged at an annual award ceremony.

ARTICLE 33
PAY PERIODS - PAY CHECKS

The Employer shall continue its present system of bi-weekly pay periods and pay days. Each employee shall be provided with an itemized statement of his earnings and deductions. Pay checks will be made available to off-duty officers by 9:00 a.m. on pay days.

ARTICLE 34
OUTSIDE EMPLOYMENT

Employees covered by this Agreement may engage in other employment if off-duty provided that performance of such outside work would not reduce the employee's ability to adequately perform his duties of employment with the City. Employees engaging in such outside duties of employment, which, in the Employer's opinion, is in conflict with this Article, shall be subject to disciplinary action, including discharge.

ARTICLE 35
UNIFORMS AND EQUIPMENT

Section 1. The Employer shall furnish equipment and tools necessary to perform the duties assigned to employees. Employees will exercise due care and caution in the use of the Employer's equipment and tools.

Section 2. The Employer will provide regular full-time police personnel covered by this Agreement with uniform clothing which will include shirts, pants, dress blouses, ties, belts, holsters, caps, and winter jackets. Uniform clothing provided will be maintained through laundering, dry cleaning, and replacement as necessary, by the Employer.

Section 3. The Employer will provide reimbursement up to \$300.00 per fiscal year to regular full-time police personnel covered by this Agreement, for the purchase of work-related equipment, shoes, boots, and/or other items not otherwise provided by the Employer. All Purchases shall be subject to prior approval by the Chief of Police. To receive reimbursement for an approved purchase, the employee must submit written evidence of the expenditure, such as a paid store receipt. Any qualifying non-reimbursed expenses incurred by employees during FY 2016-17 shall be subject to reimbursement in FY 2017-18.

Section 4. The Employer will provide reimbursement up to \$600.00 per fiscal year for clothing to individuals assigned to the "detective" and "school liaison" classifications, one-half (1/2) of which shall be payable on June 1, and the remaining one-half (1/2) on December 1, of each year. To receive reimbursement, the employee must submit written evidence of the expenditure, such as a paid store receipt.

ARTICLE 36
GENERAL

Section 1. The Employer agrees to continue providing personal injury liability insurance coverage for employees covered by this Agreement. Coverage provided in the limit of \$500,000, includes false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy and wrongful entry or conviction or other invasion or right of private occupancy.

Section 2. The Employer retains the right to hire and utilize part-time reserve Police Officers. Such part-time personnel are not subject to the terms of this Agreement. However, it is not the intent of this Section to utilize part-time personnel to undermine the Union, or to erode the present bargaining unit.

Section 3. The Employer agrees to make reasonable effort, within financial constraints through scheduling and voluntary overtime, to provide two regular police officers (patrol and/or Sergeant) in patrol cars during all shifts. Whenever this scheduling arrangement is not possible, management will make every reasonable effort to assign one regular officer with a reserve officer.

This Section shall not be construed as establishing mandatory minimum staffing or assignment of two officers to a patrol car.

Section 4. All employees covered by this Agreement, who maintain a telephone in their place of residence, shall inform the Employer as to current telephone numbers.

Section 5. Each employee must possess a valid Michigan Operators License as a condition of employment.

Section 6. The provisions of the Bullard-Plawecki Act shall apply to the bargaining unit members' access to the official personnel files of the City of Brighton.

ARTICLE 37
HEALTH INSURANCE

Section 1. The Employer agrees to continue its present practice of providing insurance for permanent full-time employees and their immediate families. All premiums for such health insurance shall be paid for by the City, except as hereinafter provided.

Section 2. The Employer shall provide employees with the option to participate in the BCN HMO 1600 HSA Health Care Benefit Plan (as detailed in Appendix A), subject to premium sharing detailed below in Section 3. The Plan is subject to change as required by law to keep the Plan in compliance.

The above option is intended to allow the Employer to be able to offer a health care plan that is at or near the hard cap described in MCL 15.563, offer the best coverage, and minimize the total out-of-pocket expenses to employees.

Section 3. To the extent permitted by the "hard caps" under MCL 15.563, Employer agrees to pay all health care premiums, plus deductible and pre-fund HSA accounts for all current full-time employees. Employees shall have the option to request, prior to the start of each calendar year, that the Employer pre-fund their individual Health Savings Accounts ("HSA") in an amount not to

exceed \$6,000. This pre-funding is to be considered an advance by the Employer and shall be reimbursed to the City by employees through equal payroll deductions on a bi-weekly basis throughout the calendar year. Employees separating employment during any given year shall be required to pay back to the City remaining reimbursement of the City's Health Savings Account contribution for that year, and must authorize as a condition for receiving a pre-funding contribution that such reimbursement may be taken from any monies, wages, or paychecks due and owing to employee at or after the time of separation.

Section 4. Hard cap limits will be adjusted annually with the City's coverage year, which currently starts on January 1. Without changing benefits or coverage, the City may adjust its coverage year to commence January 1. Employees shall contribute through payroll deduction their share, if any, of health care costs in excess of the applicable "hard cap" limits under MCL 15.563.

Section 5. Employees and eligible retirees covered by other health insurance may opt-out of City provided health insurance and receive a bonus equal to 50% of the applicable hard cap for the health care benefit plan with which they were last enrolled. The opt-out bonus shall be paid through payroll for active employees, or monthly for eligible retirees, during the period the opt-out is applicable. Employees shall be allowed to opt-in, opt-out, and/or enroll for insurance coverage in accordance with the standard rules of the insurer.

Effective July 1, 2023, the opt-out payments provided above shall not be paid if the employee and/or the employee's child(ren) is receiving City-provided health insurance as a result of the employee's spouse being employed by the City. Notwithstanding the above, during the term of the CBA only, the opt-out payments that were being paid under the prior agreement will continue to be paid through June 30, 2026, after which they will no longer be paid, for employees whose spouse and/or dependents are being covered as a result of the spouse being employed by the City according to the following schedule:

July 1, 2023 – June 30, 2024:	50% of the single out-opt
July 1, 2024 – June 30, 2025:	30% of the single out-opt
July 1, 2025 – June 30, 2026:	15% of the single out-opt

If an employee is enrolled in the City's health insurance plan, the City will not provide opt-out payments.

Section 6. Full-time employees will be eligible for health insurance ninety (90) days following date of hire, and the City will continue to pay the portion of premium costs of coverage for the employee, spouse, and eligible children up to the "hard cap."

Section 7. For employees hired prior to March 1, 2001, who are immediately eligible for retirement benefits upon separation from employment with the City, the City shall continue to pay the premium costs for coverage of the retiree and the retiree's spouse at the time of retirement for the remainder of the spouse's life, if he/she survives the retiree and for the eligible children of the retiree. The City will only pay the premium for health care supplemental coverage for retirees and spouses eligible for Medicare Part B coverage.

For employees hired during the period March 1, 2001 through April 1, 2017, the Employer shall pay the premium costs for continuation of health insurance for employees who are immediately eligible for retirement benefits upon separation from employment with the City as follows:

- Minimum ten (10) years service – 60% premium paid by the City.
- For each year of service in excess of ten (10), the City shall pay an additional 4% of the premium cost, up to a maximum of 100%.

For employees becoming eligible for retiree health care prior to July 1, 2017, the City shall continue to pay the premium costs, in the percentages detailed above, not including deductibles, to provide the health insurance coverage existing at the time of retirement. However, such coverage shall not exceed the coverage provided to active employees. In addition to premium costs, the City shall annually contribute 100% of the active plan's out of pocket maximum to the retiree's HSA. The City shall only pay the premium for health care supplemental coverage for retirees and spouses eligible for Medicare Part B coverage. The coverage provided upon eligibility for Medicare coverage shall be the same coverage provided to active employees as a continuation of the benefits outlined above.

The Employer will provide a taxable payment in lieu of coverage for retirees not eligible for plan coverage due to residency, which shall be received annually in an amount equivalent to the premiums of the active plan plus 100% of the out of pocket maximum.

Employees first becoming eligible for health insurance after July 1, 2017, shall not be eligible for Employer paid retiree health care. In lieu thereof, both the City and the employees will contribute 3.5% of compensation into the employee's retiree health savings account. The Employer portion of the contribution shall vest upon the completion of 5 (five) years of employee service.

Section 8. In the event of an employee's disability, hospitalization premiums shall be paid by the City for a period of time not to exceed six (6) months after exhaustion of all accrued leave time.

Section 9. Full health insurance benefits will be paid for by the City for individuals granted a duty-related disability retirement, regardless of the number of years of service with the City.

Section 10. The Employer shall select or change the carrier for the provision of health, dental and optical insurance at its discretion, as long as substantially equal or better benefits are provided. The City shall be entitled to any dividends, refunds, rebates, or savings earned without condition or limit of any kind. Prior to making any change in carrier, the Employer shall inform the Union Steward of the pending change in a timely fashion to permit comment by the union members to the proposed change.

Section 11. All benefits shall be subject to standard provisions set forth in the policy or policies.

Section 12. When employment and seniority is interrupted by lay-off, discharge, quit or leave of absence, the herein described insurance coverage will continue only for the balance of the month or billing period in which such termination occurs, or until the next premium is due, whichever is later.

Section 13. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

Section 14 - Dental and Optical. The Employer agrees to provide dental and optical benefits as detailed in Appendix B and C for each employee covered by this Agreement who is on the regular seniority list and their spouse/dependents. The City maintains the right to changes dental and optical providers during the term of the Agreement provided substantially equivalent or better benefits are provided. Prior to changing dental or optical providers, the City will meet with the Union to discuss any such changes. Employees hired on or prior to July 1, 2023, and their spouse/dependents at the time of retirement, shall be permitted to participate in the dental and/or optical plan upon retirement provided they contribute half of the cost of the annual premium. Employees hired after July 1, 2023, shall be permitted to participate in the dental and/or optical plan upon retirement provided they pay the full cost of the annual premium. The retiree's contribution must be paid to the City annually prior to July 31st of each year for coverage for the current year. During the year of retirement the advance contribution shall be made upon retirement for the pro-rated period through the subsequent June 30th. If payment is not made pursuant to these provisions, coverages will be discontinued for the retiree.

Section 15. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

ARTICLE 38 **COLLEGE COMPENSATION**

Section 1. Non-probationary employees covered by this Agreement shall be reimbursed for successful completion of college classes related to law enforcement or contributing to a defined college degree program in public safety, criminal justice, or related fields. Reimbursement shall be paid upon submission of documentation of class completion with a "C" grade or higher, and upon the employee maintaining an overall grade point average of 2.0, or higher, on a 4.0 scale. Maximum reimbursement to any employee per college semester shall be \$600.00.

Section 2. All course work must be done on the employee's own time. To the extent reasonably practical, conflicts with work schedules may be adjusted as necessary by the employer to allow the employee to attend classes on his or her own time.

Section 3. Additional compensation will be paid to employees for successful completion of higher courses related to law enforcement or contributing to a defined degree program in public safety, criminal justice or related fields. Such compensation shall be paid on December 1 of each year, in accordance with the following:

Effective July 1, 2023, compensation for college credits shall be paid in accordance with the following:

Associate's Degree	\$700
Bachelor's Degree	\$900

ARTICLE 39
WAGES

The salary schedule below shall reflect the following across the board wage increases retroactive to July 1, 2023:

July 1, 2023	4.0%
July 1, 2024	3.5%
July 1, 2025	3.5%

Patrol Base Pay Based on 2184 Hours	Start	6 Months	12 Months	24 Months	36 Months	60 Months	120 Months
Effective 7/1/2023	\$61,295	\$65,074	\$68,854	\$74,519	\$81,763	\$82,649	\$83,539
Effective 7/1/2024	\$63,440	\$67,351	\$71,264	\$77,127	\$84,625	\$85,542	\$86,462
Effective 7/1/2025	\$65,661	\$69,709	\$73,758	\$79,827	\$87,587	\$88,536	\$89,489

The base salary of those individuals employed in the "detective" classification shall be five percent (5%) higher than the wages otherwise payable under the Patrol Officer schedule set forth above.

The base salary of those individuals employed in the "Uniformed Detective" classification shall be two and one-half percent (2.5%) higher than the wages otherwise payable under the Patrol Officer schedule set forth above.

Employees hired on or after November 21, 2019 who have the prior experience listed below shall be eligible to the following one-time new hire bonus:

<u>Years of Experience</u>	<u>Bonus</u>
5 – 10 years	\$3,500
More than 10 years	\$5,000

Fifty (50%) percent of the bonus will be paid upon hire and fifty (50%) percent will be paid following the successful completion of the new hire probationary period.

ARTICLE 40
DISABILITY INSURANCE

Section 1. The Employer agrees to provide a Disability Income/Life Insurance Policy to each member of the bargaining unit consistent with the schedule of insurance benefits detailed in attachment "A", and made a part of this Agreement. This benefit shall be provided at no cost to the members of the bargaining unit.

Section 2. An employee who has a non-work-related injury or illness which will require an extended absence from work (in excess of 4 weeks) and which is covered under the Disability Income Plan shall be required to apply for benefits under the plan rather than using their accumulated sick time.

Section 3. An employee who is receiving benefits under the Disability Insurance Plan will continue to earn seniority and have his/her medical insurance premium paid for by the City. While receiving

said benefits an employee can use accumulated sick time on a pro rata basis to supplement the difference between full pay and their disability benefit. If an employee is not able to return to work after expiration of the benefit period, said employee can apply for a leave of absence under Article 17, Section 9 K.

Section 4. Effective January 1, 2007, the Employer agrees to provide a long-term disability insurance policy covering each member of the bargaining unit for benefits commencing One Hundred Eighty (180) days after disability and providing income replacement equal to Sixty-six and two-thirds (66 2/3) of monthly base income, subject to a maximum of Four Thousand Dollars (\$4,000.00) per month.

ARTICLE 41 **OFFSET TO FINAL PAY**

The City has the right to deduct any amounts owed by an employee to the City arising out of this Collective Bargaining Agreement. Any dispute regarding this Article will be resolved through the Grievance Procedure.

ARTICLE 42 **LIMITED DUTY**

Section 1. Employees who through injury, illness or pregnancy are unable to perform regular duties may, for a temporary period, be assigned to duties consistent with their medical restrictions at the discretion of the Chief of Police.

Section 2. Should an employee request to work in a limited duty position, it shall be at the complete and sole discretion of the Chief of Police to approve or deny such request, but any denial should be based on legitimate reasons which includes that there is no limited duty work available.

Section 3. In utilizing bargaining unit members in a limited duty position, it is recognized that preference is given to those members who were injured on duty.

Section 4. All limited duty assignments will be re-evaluated as deemed necessary by the Chief of Police.

ARTICLE 43 **DETECTIVE/UNIFORMED DETECTIVE**

Section 1. The positions of Detective and Uniformed Detective shall be classifications within the bargaining unit. The City reserves the right to fill the Detective position, the Uniformed Detective position, neither position or both positions at any time. Any person selected to fill either position shall serve a six-month probationary period, which may be extended at the City's discretion for another six-month period.

Section 2. If the City elects to fill the Uniformed Detective position, selection shall be filled consistent with the promotional process contained in Article 14 of the parties' Collective Bargaining Agreement

Section 3. The person selected to fill the Uniformed Detective position shall serve up to a three-year term, after which, to the extent the City desires to fill the position, there will be a new

promotional process to fill the position. Members who previously served in the position will be eligible to participate in the promotional process. The Uniformed Detective position will perform both Detective and Patrol duties as part of the employee's regular duties as determined by the Police Chief. The Patrol Detective may be called to fill a vacancy in any shift based on seniority as needed due to understaffing.

Section 4. The Uniformed Detective's regular shift will be 10.5 hours from 11:00 a.m. to 9:30 p.m., Tuesday, Wednesday, Thursday and Friday every other week and Wednesday, Thursday, Friday and Saturday every other week for a 42-hour work week. However, there may be instances where the Uniformed Detective's shift may need to be altered temporarily to assist with cases as determined by the Chief of Police or his designee consistent with Article 18, Section 1 of the patrol contract.

Section 5. The individual serving in the Uniformed Detective position will coordinate extended vacations with the individual serving in the Detective-Sergeant position so as to ensure appropriate Department coverage.

ARTICLE 44 **DURATION**

Section 1. This Agreement shall become effective July 1, 2023, and shall remain in full force and effect through June 30, 2026.

Section 2. The parties agree that commencing not later than February 1, 2026, they will undertake negotiations for an agreement to cover periods following June 30, 2026.

Section 3. In the event that negotiations extend beyond June 30, 2026, the terms and provisions of this Agreement shall remain in full force and effect pending agreement by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their fully authorized representatives on the 25th day of January, 2023, 4

CITY OF BRIGHTON

By: Kristoffer L. Tobbe, Mayor

By: Tara Brown, City Clerk

POLICE OFFICERS LABOR COUNCIL

By: Robert Eccles, Union President

By: Jim O'Connor, Labor Representative

APPENDIX A



Benefits-at-a-Glance
High Deductible Health Plan
00115151 CITY OF BRIGHTON
0002/0001
Effective Date: 01/01/2024

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

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

Note: A list of services that require approval **before** they are provided is available online at <https://bcbsm.com/priorauth>.

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

Benefits

Deductible	\$1,600 per member/\$3,200 per family per calendar year (no 4th quarter carry-over)
Note: The Deductible will apply to all services except preventive services	
The deductible is combined for both medical and prescription drug coverage.	The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract
Coinsurance	50% for select services as noted below
Note: Coinsurance applies once the deductible has been met	
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$2,350 per member/\$4,700 per family per calendar year

Preventive services

Benefits

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening - laboratory services only	100%
Well-Baby and Well-Child Visits	100%
Immunizations	100%
Prostate Specific Antigen (PSA) Screening - laboratory services only	100%
Routine Colonoscopy	100%
Mammography Screening	100%

Preventive services (continued)

Benefits

Voluntary Sterilization of Female Reproductive Organs	100%
Breast Pumps (DME guidelines apply.)	100%
Routine Maternity Prenatal and Postnatal Care	100%

Physician office services

Benefits

PCP Office Visits	100% after deductible
Medical Online Visits - when performed by a BCN participating provider or BCN designated online vendor	100% after deductible
Note: Not all services delivered virtually are considered an online visit but may be considered telemedicine. Telemedicine services will be subject to the applicable cost share associated with the service provided.	
Consulting Specialist Care	100% after deductible

Emergency medical care

Benefits

Hospital Emergency Room	100% after deductible
Urgent Care Center	100% after deductible
Retail Health Clinic	100% after deductible
Ambulance Services - medically necessary	100% after deductible

Diagnostic services

Benefits

Laboratory and Pathology Tests	100% after deductible
Diagnostic Tests and X-rays	100% after deductible
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	100% after deductible
Radiation Therapy	100% after deductible

Maternity services provided by a physician

Benefits

Routine Prenatal and Postnatal Care Visits	100%
Delivery and Nursery Care	100% after deductible

Hospital care

Benefits

General Nursing Care, Hospital Services and Supplies	100% after deductible
Outpatient Surgery	100% after deductible

Alternatives to hospital care

Benefits

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

Surgical services

Benefits

Surgery - included all related surgical services and anesthesia.	100% after deductible
Voluntary Sterilization of Male Reproductive Organs - see Preventive Services for Voluntary Sterilization of Female Reproductive Organs	50% after deductible
Elective Abortion (One procedure per two-year period of membership)	50% after deductible
Human Organ Transplants (subject to medical criteria)	100% after deductible
Reduction Mammoplasty (subject to medical criteria)	50% after deductible
Male Mastectomy (subject to medical criteria)	50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	50% after deductible
Orthognathic Surgery (subject to medical criteria)	50% after deductible
Weight Reduction Procedures (subject to medical criteria) - Limited to one procedure per lifetime	50% after deductible

Behavioral health services (mental health and substance use disorder treatment)

Benefits

Inpatient Mental Health Care	100% after deductible
Residential Substance Use Disorder	100% after deductible
Outpatient Mental Health Care includes online and telemedicine visits Note: For diagnostic and therapeutic services, see the Diagnostic Services section above for applicable cost sharing.	100% after deductible
Outpatient Substance Use Disorder	100% after deductible

Autism spectrum disorders, diagnoses and treatment

Benefits

Applied behavioral analysis (ABA) treatment Note: Prior to seeking ABA treatment, the member must be evaluated by an interdisciplinary team including, but not limited to, a physician, behavioral health specialist, and a speech and language specialist for the services to be authorized. This interdisciplinary evaluation can be performed at an approved autism evaluation center (AAEC)	100% after deductible
Outpatient physical therapy, speech therapy and occupational therapy for autism spectrum disorder. Unlimited visits for PT/OT/ST with autism spectrum disorder diagnosis.	100% after deductible
Other covered services, including mental health services, for autism spectrum disorder	See your outpatient mental health, medical office visit and preventive benefit

Other services

Benefits

Allergy Testing and Therapy	100% after deductible
Allergy Injections	100% after deductible
Chiropractic Spinal Manipulation - when referred	100% after deductible Limited to 30 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy - subject to meaningful improvement within 60 days	100% after deductible Limited to 60 visits per calendar year for any combination of outpatient rehabilitation therapies.
Infertility Counseling and Treatment	50% after deductible (excludes in-vitro fertilization)
Durable Medical Equipment	50% after deductible after deductible
Prosthetic and Orthotic Appliances	50% after deductible
Diabetic Supplies	100% after deductible
Note: Certain diabetic supplies are covered through the pharmacy benefit if you have BCN pharmacy coverage. Applicable prescription drug cost-sharing will apply.	
Hearing Aid	Not Covered

Prescription drugs

Benefits

Preferred Generic Tier	\$4 copay after deductible
Nonpreferred Generic Tier	\$15 copay after deductible
Preferred Brand Tier	\$40 copay after deductible
Nonpreferred Brand Tier	\$80 copay after deductible
Preferred Specialty Tier	20% coinsurance after deductible (Max \$200)
Nonpreferred Specialty Tier	20% coinsurance after deductible (Max \$300)
Contraceptives	Women's Contraceptives - Preferred Generic - 100%, Non-Preferred Generic - \$15 copay after deductible, Preferred Brand - \$40 copay after deductible, Non-Preferred Brand - \$80 copay after deductible.
Mail Order Prescription Drugs	30 day supply or less - applicable tiered copay/coinsurance, 31-90 day supply - 3x's the 30 day copay/coinsurance minus \$10 after deductible
Diabetic Supplies	Select diabetic supplies and equipment are covered, applicable cost sharing will apply. Cost sharing may not apply to certain preferred glucometers as defined on the drug list.
Specialty Drug Pharmacy	Specialty drugs are covered only when purchased through the BCN Exclusive Pharmacy Network for Specialty Drugs
Prescription Drug Deductible	Prescription drug deductible integrated with the medical deductible
Variable Cost Share Coupon Program	Your plan includes a prescription drug discount program for certain medications. When a manufacturer coupon is used through the BCN discount program, the amount paid after the discount applies toward the out of pocket maximum.

For Internal Purposes Only

Benefits Selected - HDHPLG : 1600HD,2350OM,9003X,P415DL,VACR60



Benefits-at-a-Glance
High Deductible Health Plan
00115151 CITY OF BRIGHTON
0001/0002
Effective Date: 01/01/2024

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

Prior authorization for Select Services - Services listed in this summary are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCN except in an emergency.

Note: A list of services that require approval before they are provided is available online at <https://bcbsm.com/priorauth>.

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

Benefits

Deductible	\$1,600 per member/\$3,200 per family per calendar year (no 4th quarter carry-over)
Note: The Deductible will apply to all services except preventive services	
The deductible is combined for both medical and prescription drug coverage.	The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract
Coinsurance	50% for select services as noted below
Note: Coinsurance applies once the deductible has been met	20% for select services as noted below
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$4,000 per member/\$8,000 per family per calendar year

Preventive services

Benefits

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening - laboratory services only	100%
Well-Baby and Well-Child Visits	100%
Immunizations	100%
Prostate Specific Antigen (PSA) Screening - laboratory services only	100%
Routine Colonoscopy	100%
Mammography Screening	100%

Preventive services (continued)

Benefits

Voluntary Sterilization of Female Reproductive Organs	100%
Breast Pumps (DME guidelines apply.)	100%
Routine Maternity Prenatal and Postnatal Care	100%

Physician office services

Benefits

PCP Office Visits	80% after deductible
Medical Online Visits - when performed by a BCN participating provider or BCN designated online vendor	80% after deductible
Note: Not all services delivered virtually are considered an online visit but may be considered telemedicine. Telemedicine services will be subject to the applicable cost share associated with the service provided.	
Consulting Specialist Care	80% after deductible

Emergency medical care

Benefits

Hospital Emergency Room	80% after deductible
Urgent Care Center	80% after deductible
Retail Health Clinic	80% after deductible
Ambulance Services - medically necessary	80% after deductible

Diagnostic services

Benefits

Laboratory and Pathology Tests	80% after deductible
Diagnostic Tests and X-rays	80% after deductible
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	80% after deductible
Radiation Therapy	80% after deductible

Maternity services provided by a physician

Benefits

Routine Prenatal and Postnatal Care Visits	100%
Delivery and Nursery Care	80% after deductible

Hospital care

Benefits

General Nursing Care, Hospital Services and Supplies	80% after deductible
Outpatient Surgery	80% after deductible

Alternatives to hospital care

Benefits

Skilled Nursing Care	80% after deductible Up to 45 days per calendar year
Hospice Care	80% after deductible
Home Health Care	80% after deductible

Surgical services

Benefits

Surgery - included all related surgical services and anesthesia.	80% after deductible
Voluntary Sterilization of Male Reproductive Organs - see Preventive Services for Voluntary Sterilization of Female Reproductive Organs	50% after deductible
Elective Abortion (One procedure per two-year period of membership)	50% after deductible
Human Organ Transplants (subject to medical criteria)	80% after deductible
Reduction Mammoplasty (subject to medical criteria)	50% after deductible
Male Mastectomy (subject to medical criteria)	50% after deductible
Temporomandibular Joint Syndrome (subject to medical criteria)	50% after deductible
Orthognathic Surgery (subject to medical criteria)	50% after deductible
Weight Reduction Procedures (subject to medical criteria) - Limited to one procedure per lifetime	50% after deductible

Behavioral health services (mental health and substance use disorder treatment)

Benefits

Inpatient Mental Health Care	80% after deductible
Residential Substance Use Disorder	80% after deductible
Outpatient Mental Health Care includes online and telemedicine visits Note: For diagnostic and therapeutic services, see the Diagnostic Services section above for applicable cost sharing.	80% after deductible
Outpatient Substance Use Disorder	80% after deductible

Autism spectrum disorders, diagnoses and treatment

Benefits

Applied behavioral analysis (ABA) treatment Note: Prior to seeking ABA treatment, the member must be evaluated by an interdisciplinary team including, but not limited to, a physician, behavioral health specialist, and a speech and language specialist for the services to be authorized. This interdisciplinary evaluation can be performed at an approved autism evaluation center (AAEC)	80% after deductible
Outpatient physical therapy, speech therapy and occupational therapy for autism spectrum disorder. Unlimited visits for PT/OT/ST with autism spectrum disorder diagnosis.	80% after deductible
Other covered services, including mental health services, for autism spectrum disorder	See your outpatient mental health, medical office visit and preventive benefit.

Other services

Benefits

Allergy Testing and Therapy	80% after deductible
Allergy Injections	80% after deductible
Chiropractic Spinal Manipulation - when referred	80% after deductible Limited to 30 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy - subject to meaningful improvement within 60 days	80% after deductible Limited to 60 visits per calendar year for any combination of outpatient rehabilitation therapies.
Infertility Counseling and Treatment	50% after deductible (excludes in-vitro fertilization)
Durable Medical Equipment	50% after deductible after deductible
Prosthetic and Orthotic Appliances	50% after deductible
Diabetic Supplies	80% after deductible
Note: Certain diabetic supplies are covered through the pharmacy benefit if you have BCN pharmacy coverage. Applicable prescription drug cost-sharing will apply.	
Hearing Aid	Not Covered

Prescription drugs

Benefits

Preferred Generic Tier	\$4 copay after deductible
Nonpreferred Generic Tier	\$15 copay after deductible
Preferred Brand Tier	\$40 copay after deductible
Nonpreferred Brand Tier	\$80 copay after deductible
Preferred Specialty Tier	20% coinsurance after deductible (Max \$200)
Nonpreferred Specialty Tier	20% coinsurance after deductible (Max \$300)
Contraceptives	Women's Contraceptives - Preferred Generic - 100%, Non-Preferred Generic - \$15 copay after deductible, Preferred Brand - \$40 copay after deductible, Non-Preferred Brand - \$80 copay after deductible.
Mail Order Prescription Drugs	30 day supply or less - applicable tiered copay/coinsurance, 31-90 day supply - 3x's the 30 day copay/coinsurance minus \$10 after deductible
Diabetic Supplies	Select diabetic supplies and equipment are covered, applicable cost sharing will apply. Cost sharing may not apply to certain preferred glucometers as defined on the drug list.
Specialty Drug Pharmacy	Specialty drugs are covered only when purchased through the BCN Exclusive Pharmacy Network for Specialty Drugs
Prescription Drug Deductible	Prescription drug deductible integrated with the medical deductible
Variable Cost Share Coupon Program	Your plan includes a prescription drug discount program for certain medications. When a manufacturer coupon is used through the BCN discount program, the amount paid after the discount applies toward the out of pocket maximum.

For Internal Purposes Only

Benefits Selected - HDHPLG : 1800HD,20COHD,4KOMHD,90D3X,P416DL,VACR50

DELTA DENTAL



Coalition of Public Safety Employees Health Trust Non-EHB Dental Benefit Plans #5055

APPENDIX B

The following benefits include the Non-EHB Dental Benefits covered by Delta Dental of Michigan.	Delta Dental PPOs (Point-of-Service)									
	Plan A (2000)		Plan B (3000)		Plan C (4000)		Plan D (1000)			
	PPO Dentist	Premier / Nonparticipating	PPO Dentist	Premier / Nonparticipating	PPO Dentist	Premier / Nonparticipating	PPO Dentist	Premier / Nonparticipating		
Diagnostic and Preventive										
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%	100%	60%	50%	100%	75%		
Oral Biopsy - to detect oral cancer	100%	100%	100%	100%	50%	50%	100%	75%		
Radiographs - X-rays	100%	100%	100%	100%	50%	50%	100%	75%		
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%	100%	50%	50%	100%	50%		
Basic Services										
Oral Surgery Services - extractions and dental surgery	90%	80%	80%	50%	50%	30%	50%	50%		
Minor Restorative Services - fillings and crown repair	90%	80%	80%	50%	50%	50%	50%	50%		
Periodontics - to treat gum disease	90%	80%	80%	50%	50%	50%	50%	50%		
Endodontics - root canals	90%	80%	80%	50%	50%	50%	50%	50%		
Referrals and Repairs - to bridges and dentures	90%	80%	80%	50%	50%	50%	50%	50%		
Other Basic Services - misc. services	90%	80%	80%	50%	50%	50%	50%	50%		
TMD - treatment of the disorder of the temporomandibular joint	60%	50%	50%	50%	50%	50%	50%	50%		
Major Services										
Prostodontics - bridges, dentures and implants	60%	50%	50%	50%	50%	50%	50%	50%		
Major Restorative Services - crowns	60%	50%	50%	50%	50%	50%	50%	50%		
Orthodontic Services										
Orthodontic Services - braces	90%	50%	50%	50%	50%	50%	50%	50%		
Orthodontic Age Limit -	19	19	19	19	19	19	19	No age limit		
Maximum Payment - per person per calendar year on Diagnostic & Preventive, Basic Services and Major Services	\$1,500		\$1,200		\$1,000		\$1,000			
Per person lifetime maximum payment for Orthodontic Services	\$1,000		\$1,000		\$1,000		\$1,000			



APPENDIX C

A LOOK AT YOUR VSP VISION COVERAGE



SEE HEALTHY AND LIVE HAPPY WITH HELP FROM COPS TRUST AND VSP.

As a VSP* member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

VALUE AND SAVINGS YOU LOVE.

\$ Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

PROVIDER CHOICES YOU WANT.

PREMIER PROGRAM With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor or retail chain. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.

Prefer to shop online? Use your vision benefits on Eyeconic™—the VSP preferred online retailer.

QUALITY VISION CARE YOU NEED.

🕒 You'll get great care from a VSP network doctor, including a WellVision Exam™—a comprehensive exam designed to detect eye and health conditions.

PROVIDER NETWORK:

VSP Choice

Benefit	Description	Copay
Your Coverage with a VSP Provider		
WellVision Exam	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness Every calendar year 	\$0
Prescription Glasses		
Frame	<ul style="list-style-type: none"> \$130 allowance for a wide selection of frames \$150 allowance for featured frame brands 20% savings on the amount over your allowance \$70 Costco® frame allowance Every calendar year 	\$0
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children Every calendar year 	\$0
Lens Enhancements	<ul style="list-style-type: none"> Tints/Photochromic adaptive lenses Scratch-resistant coating UV protection Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 20-25% on other lens enhancements Every calendar year 	\$0 \$0 \$55 \$95 - \$105 \$150 - \$175
Contacts (instead of glasses)	<ul style="list-style-type: none"> \$130 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation) Every calendar year 	\$0
DIABETIC EYECARE PLUS PROGRAM	<ul style="list-style-type: none"> Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details. As needed 	\$20
Glasses and Sunglasses		
<ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. 		
EXTRA SAVINGS		
Retinal Screening		
<ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam 		
Laser Vision Correction		
<ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities 		

Your Coverage with Out-of-Network Providers

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

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VSP guarantees coverage from VSP network providers only. Based on applicable laws, benefits may vary by location in the state of Washington. VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business.

