

# Collective Bargaining Agreement

between

CITY OF BRIGHTON

and

BRIGHTON COMMAND OFFICERS ASSOCIATION/  
POLICE OFFICERS LABOR COUNCIL (POLC)

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 hereto before.

## **PREAMBLE**

**THIS AGREEMENT** entered into by the **CITY OF BRIGHTON**, hereinafter referred to as the **Employer**, and the **POLICE OFFICERS LABOR COUNCIL (POLC)**, 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 interests 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 this 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 the rates of pay, wages, hours of employment, and other conditions of employment, during the term of this agreement for those employees of the Employer in a bargaining unit consisting of:

Regular full-time Sergeants and Lieutenants of the Police Department of the City of Brighton, excluding Patrol Officers, Deputy Chiefs of Police, Chief of Police, Reserve Police Officers, Parking Enforcement Officers, Clerical Personnel, Crossing

Guards, part-time personnel, temporary employees, seasonal employees, and all other employees.

Notwithstanding anything herein to the contrary, the City may designate a Lieutenant as "Deputy Chief of Police". Such designation shall be for title purposes, only, and the designated Lieutenant shall be deemed for all purposes hereunder as a Lieutenant.

## **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, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised 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 manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- B.** To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

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- C.** To subcontract or purchase any or all work processes or services as long as it does 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 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 combining layoffs and reductions in 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 classification, 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 permanent full-time 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; and

- 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.
- O. Modify the schedule of the Department's Lieutenant to eight (8) hour shifts, in the event the Chief is out of the Department for five (5) or more consecutive days, or until such time the Chief returns.

#### **ARTICLE 4**

#### **SUPERVISORS**

- Section 1.** The Employer agrees to respect the jurisdiction of the Union and agrees that supervisors are specifically permitted to perform work, including overtime work, in cases of emergencies such as when there is a shortage of qualified help.

#### **ARTICLE 5**

#### **EXTRA CONTRACT AGREEMENTS**

- Section 1.** 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.

#### **ARTICLE 6**

#### **UNION MEMBERSHIP AND CHECK-OFF OF UNION DUES**

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

- 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.

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**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 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** **STEWARD**

**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, 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 will subject such employee to disciplinary action. The 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 name of its authorized representative, who is an employee 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 on 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. 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 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 they have completed six (6) months if promoted, or one (1) year if hired from outside the department in that position. The Chief of Police, at his sole discretion, may extend the probationary period an additional sixty (60) calendar days to further evaluate the employee. During this probationary period, the employee may be demoted without further recourse by the Union or the Employer, provided that the Employer not discharge or discipline the employee for the purposes of evading this Agreement or discriminating against an employee because he is a member of the Union.

**Section 3.** Seniority shall be on a divisional basis in accordance with the employee's late date of hire.

**Section 4.**

- A.** The seniority list of the date of this Agreement will show the dates, names, and job titles of all employees of the unit entitled to seniority according to classification.
- 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 at least every six (6) months.

**Section 5.** An employee shall lose his seniority for the following reasons only:

- A.** He quits or retires.
- B.** He is discharged, and the discharge is 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.** An employee is laid off during the term 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 6.** An employee who is on an unpaid leave of absence shall not accumulate seniority while on such leave of absence; but, upon return to this employment, shall have the same seniority he had at the time the leave of absence commenced.

**Section 7.** Shift preference (bidding) will use the following procedure:

- A.** The Chief or his designee will post an assignment schedule with openings for work shifts. This will be for three (3) months at a time.

- B.** Members of the Command Unit will bid for these assignments using the following guidelines:
  - 1.** Shift and pass days shall be determined within the bargaining unit by rank and within the rank by seniority time in grade.
- C.** It is the authority of the Chief of Police to establish shift needs within the department. The Chief of Police reserves the right to assign Command in temporary assignments without violating the intent of this Article.

## **ARTICLE 10**

### **DISCHARGE OR SUSPENSION**

#### **Section 1.**

- A.** The Employer shall not discharge or suspend any permanent, full-time 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 this Agreement. An employee will be required to respond to questions from the Chief or City Manager or provide a statement in response to allegations as long as the employee is assured that the answers or responses will not be used against him in any criminal proceedings.

- 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 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 provisions of this Agreement. Written order, procedural rules and directives will be made available to the 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 1 if the discipline is less than discharge and at Step 2 if the employee is discharged. If no grievance is filed within the time specified, then said discipline or discharge shall be deemed final.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

**Section 1.** The term, "grievance," is defined as any complaint concerning the interpretation of 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; the President may be present at the consultation. He must inform the Chief of Police 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 of Police 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 prior steps, the grievance shall be reduced in writing, on forms furnished by the Employer and approved by the Union, and signed by the aggrieved employee and served upon the Employer within twenty eight (28) calendar days of the alleged grievance. The preparation of the written grievance will be performed on the employee's own time and not during working hours.

**Step 3.** Within seven (7) calendar days after receipt of the written grievance, a conference between representatives of the Union and Employer shall be held. Within seven (7) calendar days following the day on which this conference is held, the Employer in the case where the aggrieved party is an employee of the Union and the Union in the case where the Employer is the aggrieved party, shall render a decision in writing. Such decision shall be considered as satisfactory and the grievance considered settled unless the aggrieved party notifies the other, in writing, within twenty one (21) calendar days after the receipt of the decision that it intends to submit the grievance to arbitration as hereinafter provided.

**Section 5.** If the grievance has not been settled as provided for in Section 3, Step 3 above, and if the aggrieved party has furnished the appropriate notice as required by that Section, the grievance shall be submitted to arbitration according to the following:

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- A.** Selection of the Arbitrator. Within fourteen (14) calendar days of the notice of written demand for arbitration, 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 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 this 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 this 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.** The employee with the least amount of service shall be the first laid off and the last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail.

A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted.

**Section 5.**

- A. When the work force is to be increased after a layoff, an employee demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.
- 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**  
**PROMOTIONS WITHIN THE BARGAINING UNIT**

**Section 1.** Eligibility Requirements: Non-probationary members of the command unit shall be eligible to apply for promotion. A Bargaining Unit member may apply for any vacancy within the unit, above the rank of Sergeant, regardless of rank. A vacancy must be filled from within the Bargaining Unit if there is an applicant. In the event there are no applicants for a vacant position, the position may be filled from outside the Bargaining Unit and outside the department. Brighton police officers will be eligible to apply and will be considered for a vacancy in which there are no Bargaining Unit candidates.

**Section 2.** Selection Procedure.

- A.** The Deputy Chief position will be an appointed position. The Chief of Police will have the option to select the most qualified candidate based on the oral interviews and past performance.
- B.** The Chief of Police and his/her designee(s), along with the City Manager, will conduct oral interviews of the candidates.
- C.** Any promotion to the position of Deputy Chief will be restricted to sworn officers of the Brighton City Police Department holding permanent rank of sergeant, or the rank of lieutenant, and who possess the minimum qualifications established by the Chief of Police and City Manager for the position. If there are no qualified applicants from the bargaining unit, the City may fill the vacancy with a qualified candidate from outside the unit.
- D.** Any appointment to the position of Chief of Police will be open to members of the Command Officers Unit that possess the minimum qualifications established by the City of Brighton.

**Section 3.** An employee who is promoted shall be so promoted on a six (6) month probationary basis, or if hired from outside of department, the probationary period shall be one (1) year. The Chief of Police may at his/her sole discretion extend the probationary period of any employee an additional sixty (60) calendar days to further evaluate the employee. If the Employer determines that the job is not being satisfactorily performed, the employee shall be returned

to his former position and former rate of pay without loss of seniority.

## **ARTICLE 14**

### **STRIKES-LOCKOUTS**

**Section 1.** The City will not lock out employees during the term of 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. 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, shall immediately declare such work stoppage, picketing, patrolling, or other curtailment, to be illegal and unauthorized, in writing, to the employees and order said employees, in writing, to stop the said conduct and resume full production. Copies of such written notices shall be served upon the City. The Union agrees, further, 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 15**  
**LEAVE OF ABSENCE**

**Section 1.** General Leave.

- A.** A general leave of absence is a written authorized absence from work for not more than (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 upon his application. 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 extend 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 from work on general leave shall not be counted as time at work for any aspect of this contract. Insurance benefits under a general leave will be maintained only for the balance of the month in which the general leave occurs or billing period in which the leave takes place, or until the next premium is due,

whichever is later. The employee utilizing general leave shall not accumulate sick or vacation days during the term of the leave.

- B.** Upon return of an employee from a leave of absence, he shall be reemployed 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 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 classification 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.

**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 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 eight (8) that he 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.

The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

**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 of a current spouse, parents, 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 a two hundred, fifty (250) mile radius of the City of Brighton, 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 he would have earned by working during straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes 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. Immediate family shall be defined

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as spouse, children, siblings, parents, grandparents or anyone living at the employee's residence and for whose care the employee is responsible.

- 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) work days due to claimed illness, shall, upon the Employer's request, furnish a physician's statement of incapacity to work. The Employer reserves the right to have any employee absent due to claimed illness examined by the physician of the Employer's choice at the Employer's expense. Conflicts of medical opinion shall be resolved by a mutually acceptable third physician.
- D.** Any employee who becomes ill and is unable to report to work shall notify, unless circumstances beyond the control of the employee prevent such reporting, the Chief of Police no less than one hour prior to the starting time of his particular shift. If the employee is unable to contact the Chief of Police, he shall follow a call procedure set forth in writing by the Chief of Police. The employee must also report in to the Chief of Police periodically on the status of his illness. Failure to comply with such reporting requirements may result in sick leave being withheld.
- E.** Unused sick days may be accumulated without a maximum limit or cap.
- F.** After any 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.
- 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 one year.

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- 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 an amount not smaller than four (4) hours per 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 actual 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 termination of employment from the City for other than disciplinary reasons. 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 shall not accumulate sick leave credits while on military or general leaves of absence.

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

**ARTICLE 16**  
**HOURS OF WORK, OVERTIME**

**Section 1.** (a) The work day for employees assigned to road patrol shift rotations shall consist of twelve (12) hours per day, inclusive of a one-half (1/2) hour lunch period and one (1) fifteen (15) minute relief period. The normal two week pay period for employees assigned to 12 hour shifts shall consist of Eighty-four (84) hours inclusive of one-half (1/2) hour lunch period and one fifteen (15) minute relief period per day. Employees covered by this Agreement, who are scheduled to work at least six (6) hours, are expected to report for duty in uniform at least fifteen (15) minutes before the employee's scheduled shift. Hours worked in excess of twelve (12)



in a workday, or 84 in a pay period, shall be considered overtime. The normal shift schedule will be for a period of 28 days and management may schedule shifts up to 90 days. The workday and workweek may be modified by mutual agreement of the Union and the Chief of Police.

(b) The work day for employees not assigned to road patrol shift rotations shall consist of 8.4 hours per day, inclusive of a one-half (1/2) hour lunch period and one (1) fifteen (15) minute relief period. The normal two week pay period for employees not assigned to road patrol shift rotation shall consist of Eighty-four (84) hours inclusive of one-half (1/2) hour lunch period and one fifteen (15) minute relief period per day. Employees covered by this Agreement, who are scheduled to work at least six (6) hours are expected to report for duty in uniform at least fifteen (15) minutes before the employee's scheduled shift. Hours worked in excess of 8.4 in a workday, or 42 in a week, shall be considered overtime. The normal shift schedule will be for a period of 28 days and management may schedule shifts up to 90 days. The workday and workweek may be modified by mutual agreement of the Union and the Chief of Police.

**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 a workday, work week, or pay period, as the case may be as described in Article 16, Sections 1(a) and 1(b).

**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, if 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 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.** Employees scheduled days off shall not be adjusted for the purpose of avoiding overtime unless by mutual agreement between the Employer and the 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, cases where the employee excuses himself, or the employee is subpoenaed or is required to testify in court on City related matters.

**Section 7.** Employees will be guaranteed a minimum of three (3) hours pay at time and one half 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.** Call-In. 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. Employees called in to work at other than their normal shift time for IRU and SRT callouts shall receive a minimum of four (4) hours pay at time and one-half.

**Section 10.** Availability for Incidental Communications. Command Officers covered by this Agreement shall be subject to incidental communications with subordinates, specialized unit call-in, other officers on duty, or the Chief of Police while off duty via cell phone, unless otherwise excused by the Chief of Police. Command Officers are expected to have a cell phone available at all times and answer the phone or respond to communications in a reasonable amount of time and manner.

Employees shall also be eligible for monthly cell phone reimbursement stipend paid by the City for cell phones with texting capabilities and internet access – currently \$70 per month.

**Section 11.** Compensatory Time. 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, or his/her designee, 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 17**

### **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 11th  
Thanksgiving Day, fourth Thursday in November  
Friday following Thanksgiving Day  
Christmas Eve, December 24  
Christmas Day, December 25  
New Year's 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 pass day for the full day the employee is scheduled to work within ten (10) days of the holiday, provided that such additional pass day 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 pass day, provided that pass day does not create overtime.

**Section 6.** If an employee covered by this contract is scheduled for a pass day on a designated holiday and works on the holiday 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 pass day work on the holiday for whatever reason, an employee electing to take an additional pass day in lieu of the holiday pay will be entitled to the full scheduled day off without any requirement to use any leave time in addition to the double time and a half for all hours worked on the holiday.

## **ARTICLE 18**

### **VACATIONS/PERSONAL DAYS**

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

<u>Seniority (Months)</u>	<u>Vacation Hours</u>
0 - 12	80
13 - 59	120
60 - 119	160
120 - 179	200
180 - Over	240

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Regular full-time employees hired by the City after July 1, 2006 will be granted paid vacations in accordance with the following schedule:

<u>Seniority (Months)</u>	<u>Vacation Hours</u>
0 - 12	80
13 - 59	120
60 - 119	160
120 +	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 an employee has less than twelve (12) months service on December 31, the employee shall be entitled to one (1) day 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.** 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 an such vacation usage from the employee's final pay.

**Section 4.** For periods of two (2) work weeks or more, but less than three (3) work weeks, requests shall be submitted no later than ten (10) calendar days prior to the start of the schedule period that would include the requested time off.

**Section 5.** For periods of one (1) work week or more, but less than two (2) work weeks, requests shall be submitted for no later than seven (7) calendar days prior to the start of the period requested.

**Section 6.** For periods of less than five (5) work days, requests shall be submitted forty-eight (48) hours in advance.

**Section 7.** Officers may utilize vacation time if a personal emergency arises and the prescribed request period cannot be followed. Officers shall immediately contact a supervisor and describe the emergency

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situation. Such notification shall be made no later than one (1) hour prior to the start of the officer's assigned shift. Emergency leave on vacation shall not exceed two (2) consecutive work days.

**Section 8.** In the event an officer contracts an illness necessitating an absence, and does not have accumulated sick leave to cover the time off, the officer may opt to utilize accumulated vacation time only upon the written approval of the Chief of Police. Such requests shall be in writing and accompanied by a physician's statement ordering the absence for recuperation purposes. These requests shall be submitted twenty-four (24) hours prior to the start of the officer's scheduled shift affected by the absence. The officer may opt to have this absence without benefit of pay if he desires not to apply vacation leave to it. This option shall be upon written approval of the Chief of Police.

**Section 9.** Any leaves not authorized, as described in 6 and 7, shall be time off without pay.

**Section 10.** 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 divisional seniority, provided that the employee indicates his preference for vacation time on or before the end of the scheduling period.

**Section 11.** 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 12.** At the time of termination of employment, any accumulated and unused vacation time shall be paid for by the City except that if an employee voluntarily resigns, he must provide the City with a minimum fifteen (15) days written notice of such resignation in order to receive pay for any accumulated vacation time.

**Section 13.** 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 days sick shall be rescheduled.

**Section 14.** 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 15.** An employee shall not receive credit for months worked to be used to determine vacation credit while on general or military leave of absence.

**Section 16.** Effective January 1, 2007, each non-probationary employee under this Agreement shall receive annually thirty-six (36) personal leave hours. These personal leave hours may be used at the discretion of the employee, provided the employee attempts to provide the employer with at least twenty-four (24) hours notice of use. Personal leave hours may not be accumulated, i.e., carried over from year to year. Personal leave hours may only be used in minimum four (4) hour increments. Unused personal hours will be paid with the pay period covering December 1st of each year.

## **ARTICLE 19**

### **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 \$75,000 paid by the Employer, accidental Death and Dismemberment (A.D. & D.).

**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 termination 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 20**

### **RETIREMENT**

**Section 1.** Employees hired prior to November 21, 2019. The Employer will provide benefit plan C-2 with a C-1 base as described by the Michigan Municipal Employees' Retirement System (MERS). Effective June 30, 1994, the benefit program provided by the Employer to members of this bargaining unit shall be upgraded to the MERS B-2 plan, which will provide a pension calculation formula of two (2%) per cent of members' 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" from the Municipal Employees' Retirement System (MERS) at no cost to the employees. The Employer will contribute one hundred (100%) percent of the cost involved with providing the Retirement Program contained herein. The employee's contribution will be zero (0%) percent.

Effective January 1, 2001, the benefit program provided by the Employer to members of the bargaining unit shall upgrade to the B-4 Plan, which will provide a pension calculation formula of 2.5% of members final average compensation multiplied by years and months of credited service for all employees hired after January 1, 1979. Effective January 1, 2004, the Employer agrees to purchase the optional waiver "F-50/25" at no cost to the employees. 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 on base wages plus overtime.

Effective 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,



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2014, 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 2.** 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 3.** Deferred Compensation. For employees hired prior to November 21, 2019, the Employer agrees to one dollar (\$1.00) 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 one dollar (\$1.00) 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 4.** 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 21**  
**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 employee.
- Section 2.** If an employee is required by his 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 for consideration and remedy.
- Section 3.** The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe working 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 nor require any employee to operate equipment that has been reported as having defects until such equipment has been repaired or inspected by his supervisor.

## **ARTICLE 22**

### **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 areas 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 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 23**

### **VISITATION**

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the President 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 24**

### **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 recreation 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 City, or the City's officers, agents, supervisors, employees, departments or divisions, nor shall such notices be 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.

## **ARTICLE 25**

### **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 IRS approved rate. The Employer reserves the right to provide the employee with transportation including, but not limited to, use of city vehicles. Travel utilizing transportation provided by an employee for which payment is expected, must be approved, in advance, by the employee's immediate supervisor. To obtain payment for travel, an employee must submit a signed statement of mileage for which he requests compensation.

## **ARTICLE 26**

### **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 27**  
**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 28**  
**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 the employee's assigned work shift, 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 29**  
**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 30**  
**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 to deserving employees. Meritorious awards and/or citations will be

presented on a quarterly basis and formally acknowledged at an annual awards ceremony.

### **ARTICLE 31** **PAY PERIODS - CHECKS**

The Employer shall continue its present system of biweekly 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 32** **OUTSIDE EMPLOYMENT**

Employees covered by this Agreement may engage in outside employment provided that they inform the Chief of the proposed employment and gain the Chief's approval prior to accepting the employment.

### **ARTICLE 33** **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 clothes provided will be maintained through laundering, dry cleaning, and replacement as necessary, by the Employer. Any qualifying non-reimbursed expenses incurred by employees during calendar year 2016 shall be subject to reimbursement in FY 2016-17.

**Section 3.** The Employer will provide reimbursement up to Four Hundred Dollars (\$400.00) 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.

**Section 4.** In addition to the reimbursement in Section 3, above, the employer will provide reimbursement up to \$600.00 per fiscal year for clothing to individuals assigned to the "Detective-Sergeant" classification, 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 34**

### **GENERAL**

**Section 1.** Personal Injury Liability Insurance. The Employer agrees to continue providing personal injury liability insurance coverage for employees covered by this Agreement when the employee is acting within official capacity as outlined by this Agreement and by departmental rules and regulation said coverage shall be limited to One Million (\$1,000,000.00) Dollars.

**Section 2.** Reserve Officers. 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.** Two (2) Officer Patrol Cars. The Employer agrees to make reasonable effort, within financial constraints, to provide two police officers in patrol cars during hours of darkness. This Section shall not be construed as making mandatory the assignment of two officers to a patrol car during hours of darkness.

**Section 4.** Employee Telephone. All employees covered by this Agreement, shall maintain a telephone and inform the Employer of their current telephone numbers.

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

## **ARTICLE 35**

### **HEALTH INSURANCE**

- Section 1.** The Employer agrees to continue its present practice of providing insurance for permanent full-time employees and their spouse/dependents. 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 above option is intended for 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 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. Commencing with calendar year 2017, 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 the maximum tax deductible amount of contributions allowed, the annual out-of-pocket maximum for the applicable plan, or \$6,000, whichever is less. 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.



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**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 plan with which they were last enrolled. The opt-out payment 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.

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.

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 under the "hard cap."

**Section 7.** 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 8.** For employees who are immediately eligible for retirement benefits upon separation from employment with the City, the City shall continue to pay the total premium costs (not including deductibles) of the plan existing at the time of retirement. The City will pay the premium costs and provide health care coverage for the retiree and the retiree's spouse, as enrolled at the time of retirement, for the remainder of the retiree's life, or Medicare eligibility, and the spouse's life, or Medicare eligibility, if he/she survives the retiree, and for the eligible children of the retiree. During retirement, Retiree will have access to plans available to active employees during open enrollment periods. The City will only pay the premium for health care supplemental coverage for retirees and spouses eligible for Medicare Part B coverage. The employer shall obtain a group code for retiree continuation of PPO coverage as a supplement to Medicare Part B.

**Section 9.** Employees who are not immediately eligible to receive vested MERS retirement benefits upon separation of employment with the

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City shall not be eligible for City funded health care benefits after separation.

**Section 10.** 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's health care savings account. The employer portion of the contribution shall vest upon the completion of 5 (five) years of service.

**Section 11.** For employees hired after April 3, 2001, the Employer shall pay the premium costs for continuation of health insurance existing at the time of retirement for employees, their spouses and dependents who are immediately eligible for retirement benefits upon separation from employment with the City until death or Medicare eligibility, as follows:

- Minimum ten (10) years of 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 eligible for retiree health care, 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. The coverage provided upon eligibility for Medicare coverage shall be the same coverage provided to active employees' coverage 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.

**Section 12.** Health insurance benefits will be paid by the City for individuals granted a duty-related disability retirement, regardless of the

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number of years of service with the City, as if they had retired with 25 years of service.

**Section 13.** In the event of any proposed change of available health care benefit options, the Employer will give employees and the Union a thirty (30) day notice. The Employer, after meeting and conferring with the Union, may select or change to another insurance carrier offering substantially equivalent or better benefits. Further, the City will be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.

**Section 14.** All benefits shall be subject to standard provisions set forth in the policy or policies.

**Section 15.** 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 16.** 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 17.** 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 retains the right to change dental and optical providers during the term of this 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 prior to July 1, 2023 and their spouse/dependents covered at the time of retirement shall be permitted to participate in the dental and/or optical plan provided they contribute one-half of the cost of the annual premium. Employees hired after July 1, 2023, and their spouse/dependents covered at the time of retirement, shall be permitted to participate in the dental and/or optical plan provided

they pay the full cost of the annual premium. The retiree's contribution must be paid to the City annually prior to July 31<sup>st</sup> 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 30. If payment is not made pursuant to these provisions, coverages will be discontinued for the retiree.

**Section 18.** 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 36**

### **COLLEGE COMPENSATION**

**Section 1.** Non-probationary employees covered by this Agreement shall be reimbursed for successful completion of college classes, or elective education programs, 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 fiscal year shall be 60% of tuition expenses paid, not to exceed \$5,000.00 per fiscal year, unless mutually agreed upon by the employee and City Manager.

**Section 2.** Reimbursement shall be granted for course work approved by the Chief of Police and City Manager at institutions of higher education approved by the Chief of Police and City Manager. Reimbursement will be granted only to employees who successfully complete the required course work according to the institution's standards.

**Section 3.** Education Compensation will be paid to employees as follows, by other than payroll check, on December 1, of each year:

Associate Degree	\$700
Bachelor Degree	\$1,250
Master's Degree	\$1,750

**Section 4.** 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.

## **ARTICLE 37** **WAGES**

The salary schedule shall reflect 2184 hours worked and 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%

Base Wage Rates shall be as follows:

<b><u>SERGEANT</u></b>		
<b>Actual Pay Based on 2080 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$83,794.98	\$89,185.78
Effective 7/01/2024	\$86,727.81	\$92,307.29
Effective 7/01/2025	\$89,763.28	\$95,538.04
<b><u>LIEUTENANT</u></b>		
<b>Actual Pay Based on 2080 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$92,829.95	\$93,817.04
Effective 7/01/2024	\$96,079.00	\$97,100.63
Effective 7/01/2025	\$99,441.76	\$100,499.16

<b><u>SERGEANT 1.5% Bonus 10-15 Years Service</u></b>		
<b>Actual Pay Based on 2080 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$85,051.91	\$90,523.57
Effective 7/01/2024	\$88,028.72	\$93,691.90
Effective 7/01/2025	\$91,109.73	\$96,971.11
<b><u>LIEUTENANT 1.5% Bonus 10-15 Years Service</u></b>		
<b>Actual Pay Based on 2080 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$94,222.40	\$95,224.29
Effective 7/01/2024	\$97,520.18	\$98,557.14
Effective 7/01/2025	\$100,933.39	\$102,006.64

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<b><u>SERGEANT 2.5% Bonus 15+ Years of Service</u></b>		
<b>Actual Pay Based on 2080 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$85,889.86	\$91,415.43
Effective 7/01/2024	\$88,896.00	\$94,614.97
Effective 7/01/2025	\$92,007.36	\$97,926.49
<b><u>LIEUTENANT 2.5% Bonus 15+ Years of Service</u></b>		
<b>Actual Pay Based on 2080 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$95,150.70	\$96,162.46
Effective 7/01/2024	\$98,480.97	\$99,528.15
Effective 7/01/2025	\$101,927.81	\$103,011.63

<b><u>SERGEANT</u></b>		
<b>Actual Pay Based on 2184 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$87,984.73	\$93,645.07
Effective 7/01/2024	\$91,064.20	\$96,922.65
Effective 7/01/2025	\$94,251.45	\$100,314.94
<b><u>LIEUTENANT</u></b>		
<b>Actual Pay Based on 2184 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$97,471.45	\$98,507.89
Effective 7/01/2024	\$100,882.95	\$101,955.67
Effective 7/01/2025	\$104,413.85	\$105,524.11

<b><u>SERGEANT 1.5% Bonus 10-15 Years Service</u></b>		
<b>Actual Pay Based on 2184 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$89,304.50	\$95,049.75
Effective 7/01/2024	\$92,430.16	\$98,376.49
Effective 7/01/2025	\$95,665.22	\$101,819.67
<b><u>LIEUTENANT 1.5% Bonus 10-15 Years Service</u></b>		
<b>Actual Pay Based on 2184 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$98,933.52	\$99,985.51
Effective 7/01/2024	\$102,396.19	\$103,485.00
Effective 7/01/2025	\$105,980.06	\$107,106.98

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<b>SERGEANT 2.5% Bonus 15+ Years of Service</b>		
<b>Actual Pay Based on 2184 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$90,184.35	\$95,986.20
Effective 7/01/2024	\$93,340.80	\$99,345.72
Effective 7/01/2025	\$96,607.73	\$102,822.82
<b>LIEUTENANT 2.5% Bonus 15+ Years of Service</b>		
<b>Actual Pay Based on 2184 Hours Worked</b>		
	Start	6 Months
Effective 7/01/2023	\$99,908.23	\$100,970.59
Effective 7/01/2024	\$103,405.02	\$104,504.56
Effective 7/01/2025	\$107,024.20	\$108,162.22

Non-probationary Sergeants and Lieutenants (Deputy Chief) with more than Ten (10) years, but less than Fifteen (15) years, of regular service within the City of Brighton Police Department shall receive an additional 1.5% over the above applicable rates.

Non-probationary Sergeants and Lieutenants (Deputy Chief) with more than Fifteen (15) years of regular service within the City of Brighton Police Department shall receive an additional 2.5% over the above applicable rates.

Ten year and Fifteen year rates shall not be cumulative.

## **ARTICLE 38**

### **DISABILITY INSURANCE**

**Section 1.** The Employer will continue to provide during the term of this Agreement a short-term disability insurance policy covering each member of the bargaining unit for benefits commencing after 7 days for sickness disability and 0 days after injury disability, and providing income replacement equal to 67% of weekly base income, subject to a maximum of \$300 per week for up to 26 weeks. This benefit shall be provided at no cost to the members of the bargaining unit.

**Section 2.** The Employer will continue to provide during the term of this Agreement a term life insurance policy covering each member of the bargaining unit for an amount equal to \$60,000. This benefit shall be provided at no cost to the members of the bargaining unit.

**Section 3.** 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. This benefit shall be provided at no cost to the members of the bargaining unit.

### **ARTICLE 39**

#### **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 from an employee's final pay. Any dispute regarding this Article will be resolved through the Grievance Procedure.

### **ARTICLE 40**

#### **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 41**  
**DETECTIVE-SERGEANT**

- Section 1.** The position of Detective-Sergeant shall be a classification within the bargaining unit. The City reserves the right to fill the Detective-Sergeant position. Any person selected to fill the 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 Detective-Sergeant position, it shall be filled consistent with the promotional process contained in Article 13 of this Agreement.
- Section 3.** The hours, schedule and assignment of the Detective-Sergeant position shall be determined by the Chief of Police. The Detective-Sergeant shall perform Detective duties and any other duties generally performed by bargaining unit members.
- Section 4.** The individual serving in the Detective-Sergeant position shall coordinate extended vacations with the individual serving in the Uniformed Detective position so as to ensure appropriate Department coverage.


**ARTICLE 42**  
**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 5<sup>th</sup> day of December 2024.

July 1, 2023 through June 30, 2026  
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**FOR THE EMPLOYER:**

  
Kristoffer L. Tobbe, Mayor




Tara Brown, City Clerk



Date Signed

**FOR THE UNION:**

  
James O'Connor,  
POLC Labor Representative  
Police Officers Labor Council

Mike Arntz

Digitally signed by Mike Arntz  
DN: cn=Mike Arntz, o=Brighton City  
Police Department, ou=Detective Unit,  
email=amrtz@brightoncitypolice.org,  
c=US  
Date: 2024.01.05 09:32:50 -0500

Mike Arntz  
Brighton Command Officer's  
Association/POLC

Date Signed

## 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://bcbem.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)
<b>Note:</b> 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
<b>Note:</b> 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%

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**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
<b>Note:</b> 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

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### 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 <b>Note:</b> 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 <b>Note:</b> 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.

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### 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
<b>Note:</b> 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	Woman'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

**July 1, 2023 through June 30, 2026**  
**City of Brighton and**  
**Brighton Command Officers' Association/POLC**

Benefits Selected - HDHPLG : 1600HD,2350OM,90D3X,P415DL,VACR50



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**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.

**Prauthorization for Select Services** - Services listed in this summary are covered when provided in accordance with Certificate requirements and, when required, are praauthorized 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)
<b>Note:</b> 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
<b>Note:</b> 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%



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**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
<b>Note:</b> 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

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### 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	80% after deductible
<b>Note:</b> For diagnostic and therapeutic services, see the Diagnostic Services section above for applicable cost sharing.	
Outpatient Substance Use Disorder	80% after deductible

### Autism spectrum disorders, diagnoses and treatment

#### Benefits

Applied behavioral analysis (ABA) treatment	80% after deductible
<b>Note:</b> 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)	
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.

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### 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
<b>Note:</b> 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.

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Benefits Selected : HDHPLG : 1600HD,20COHD,4KOMHD,90D3X,P415DL,VACR50

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**APPENDIX B**

DELTA DENTAL

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



The following benefits include the **Non-EHB Dental Benefits** covered by Delta Dental of Michigan.

	Delta Dental PPO (Point-of-Service)				Plan D (XXXX)	
	Plan A (XXXX)	Premier / Nonparticipating	PPO Dentist	Premier / Nonparticipating	PPO Dentist	Premier / Nonparticipating
<b>Diagnostic and Preventive</b>						
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%	100%	50%	50%
Breast Biopsy - to detect oral cancer	100%	100%	100%	100%	50%	50%
Radiographs - X-rays	100%	100%	100%	100%	50%	50%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%	100%	50%	50%
<b>Basic Services</b>						
Oral Surgery Services - extractions and dental surgery	90%	80%	80%	50%	50%	50%
Minor Restorative Services - fillings and crown repair	90%	80%	80%	50%	50%	50%
Periodontics - to treat gum disease	90%	80%	80%	50%	50%	50%
Endodontics - root canals	90%	80%	80%	50%	50%	50%
Restorative and Repairs - to bridges and dentures	80%	80%	80%	50%	50%	50%
Other Basic Services - misc. services	80%	80%	80%	50%	50%	50%
TMD - treatment of the disorder of the temporomandibular joint	60%	50%	50%	50%	50%	50%
<b>Major Services</b>						
Prosthodontics - bridges, dentures and implants	60%	50%	50%	50%	50%	50%
Major Restorative Services - crowns	60%	50%	50%	50%	50%	50%
<b>Orthodontic Services</b>						
Orthodontic Services - braces	50%	50%	50%	50%	50%	50%
Orthodontic Age Limit - 18	18	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.

**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

Contact us:

**800.877.7195 or vsp.com**

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

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.